

City Hall
80 Broad Street
March 8, 2016
5:00 p.m.

CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Wilson

C. Pledge of Allegiance

D. Presentations and Recognitions

1. Proclamation recognizing Renal Medullary Carcinoma Foundation
2. Proclamation recognizing Girl Scout Week

E. Public Hearings

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. February 23, 2016

H. Citizens Participation Period

I. Petitions and Communications:

- a. Resolution in Support of Senator Marlon Kimpson re: Removal of Confederate Flag from Chapels in Institutions of Higher Learning
- b. Memorandum of Understanding between the City of Charleston and CARTA for the use of certain CARTA bus stops by large buses for the purpose of loading and offloading passengers

J. Council Committee Reports:

1. **Committee on Community Development: (Meeting was held on Thursday, February 25, 2016 at 4:30 p.m.)**
 - (i) Short Term Rental Task Force Recommendations
 - (ii) Review of the 2016-2017 Program Year Budgets
 - (iii) Request for an Interest Rate Reduction: Palmilla Apartments
2. **Committee on Public Safety: (Meeting was held on March 3, 2016 at 5:00**

p.m.)

(i) Updates:

Police Department
Fire Department
Emergency Management

3. Committee on Public Works and Utilities: (Meeting was held on March 8, 2015 at 4:00 p.m.)

(a) Acceptance and Dedication of Rights-of-Way and Easements

i. Heritage Oaks Phase 1 – acceptance and dedication of stormwater drainage easements. All infrastructure improvements are completed, inspected, and accepted.

- a. Plat
- b. Exclusive Stormwater Drainage Easements (2)

ii. Carolina Bay Phase 20 – acceptance and dedication of Corvina Drive (50-foot right-of-way) and a portion of Conservancy Lane (50-foot right-of-way). All infrastructure improvements with the exception of sidewalks and first lift of asphalt are completed, inspected, and accepted.

- a. Title to Real Estate and Affidavit
- b. Plat
- c. Exclusive Stormwater Drainage Easement
- d. Exclusive Stormwater Drainage Easements

4. Committee on Ways and Means:

(Bids and Purchases

(Budget, Finance and Revenue Collections: Approval of the 2016 Master Lease Purchase Financing Agreement in the amount of \$5,381,996 with Bank of America, Richmond, Virginia, in the amount of \$5,381,996; Solicitation Number 16-B005C [Ordinance]

(Fire Department: Approval to apply for a SLED grant in the amount of \$7,500 for the Low Country Regional Collapse Search & Rescue Team-Charleston. Funds will be used for the 2016 Operational Readiness Exercise. No City match is required.

(Fire Department: Approval to apply for a SLED grant in the amount of \$78,500 for the Low Country Regional Collapse Search & Rescue Team-Charleston. Funds will be used for replacement of equipment and required training. No City match is required. This is an after-the-fact approval.

(Fire Department: Approval to apply for a SLED grant in the amount of \$66,000 for the Charleston Fire Department's Hazardous Materials Team. Funds will be used for the replacement of a True Defender (chemical identifier). No City match is required. This is an after-the-fact approval.

(Police Department: Approval to submit the 2016 State Homeland Security

- Program grant application in the amount of \$14,719 for the CPD Dive Team rigging and recovery equipment. No City match is required.
- (Office of Cultural Affairs: Approval to submit a grant application in the amount of \$1,000 to AgSouth Farm Credit, ACA to design and print rack cards to promote our local Farmers Market. No City match is required.
- (Office of Cultural Affairs: Approval to submit a grant application to the SC Arts Commission in the amount of \$10,000 for the Lowcountry Quarterly Arts Grants Program. A City match of \$10,000 is required. The grant period is 7/1/16 through 6/30/17. The matching funds will be included in the 2017 budget if the grant is awarded.
- (Traffic and Transportation: Approve a Resolution for the widening and improvements to Clements Ferry Road by the South Carolina Department of Transportation.
- (Traffic and Transportation: Approve a Maintenance Agreement and Contract between the South Carolina Department of Transportation and the City of Charleston for the Clements Ferry Road Widening Project.
- (Human Resources: Approval of the Workers Compensation Excess Insurance Renewal in the amount of \$296,656 with Safety National. The 2016 policy renewal premium is decreasing by 1%. This policy runs April 1, 2016 to April 1, 2017. Councilmember White, the HR Committee Chair, has been briefed on the recommendation and approved adding this item to the Ways and Means agenda.
- (Mayor and City Council approval is requested to forgive three months of interest payments on the loan between the City of Charleston and Hampstead Partners. The forgiveness is granted due to the delays incurred at the project and the subsequent financial hardship the developer indicated occurred. The developer requested an interest rate reduction. However, the interest rate on the loan is four (4.00%) percent and the CD Committee and staff believed that the interest rate was satisfactory and therefore are granting a waiver of interest to assist in the financial viability of what is a very important development to the delivery of affordable rental housing. The interest applied to the loan beginning November 2014 through January 2015 will be forgiven and totals \$10,605.14. After which, interest will accrue as agreed. The City of Charleston funding is secured by a Note and Mortgage. Restrictive covenants are also recorded and exist for thirty years, which is ten years beyond the date of the Repayable Note and Mortgage.
- (Request authorization of the Lease Agreement between Guy McSweeney or his assigns and the City of Charleston, whereby Mr. McSweeney will make certain improvements to build and lease to the City a fire station including a building with related parking, driveway access, and required utilities (TMS: portion of 263-00-01-062; Highway 98, Berkeley County)
- (Request approval of the Resolution allowing adjustments be made by the Mayor in consult with Corporation Counsel, to allow more time to finalize the City's building plan review and approval process and adjust the closing date if such adjustments are deemed necessary to protect the City's interest (TMS: a portion of 460-00-00-013; 99 WestEdge, a portion of 180 Lockwood)
- (Request approval to transfer the sanitary sewer system located at Freedom Park to the Commissioners of Public Works of the City of Charleston in the amount of \$8,004.15 (TMS: 275-00-00-199; Freedom Park, Barfield Street)
- (Consider the following annexations:

- Cooper Judge Lane (TMS# 427-00-00-078; 427-00-00-079) 3.74 acres, James Island (District 6)
- 115 Carriage Hill Place (TMS# 269-01-05-159) 0.18 acre, Cainhoy (District 1)
- 2476 Flamingo Drive (TMS# 310-02-00-126) 0.25 acre, West Ashley (District 2)
- 2482 Flamingo Drive (TMS# 310-02-00-127) 0.25 acre, West Ashley (District 2)

Give first reading to the following resolutions and bills coming from Ways and Means:

An ordinance to authorize the execution and delivery of Lease/Purchase Agreements with Banc of America Public Capital Corp. in order to provide for the acquisition of certain Police, Fire, Environmental Services, Fleet, Stormwater, Information Technology, Golf Course and Parking Enforcement Equipment and Vehicles; to provide the terms and conditions of such Lease/Purchase Agreements; to provide for the granting of a security interest to secure all obligations of Lessee under the Lease/Purchase Agreements; to authorize the execution and delivery of all documents necessary or appropriate to the consummation of such Lease/Purchase Agreements; and to provide for other matters related thereto.

Resolution for the widening and improvements to Clements Ferry Road by the South Carolina Department of Transportation.

Resolution allowing adjustments be made by the Mayor in consult with Corporation Counsel, to allow more time to finalize the City's building plan review and approval process and adjust the closing date if such adjustments are deemed necessary to protect the City's interest

An ordinance to provide for the annexation of property known as Cooper Judge Lane (3.74 acres) (TMS# 427-00-00-078; 427-00-00-079), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 6.

An ordinance to provide for the annexation of property known as 115 Carriage Hill Place (0.18 acre) (TMS# 269-01-05-159), Cainhoy, Berkeley County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 1.

An ordinance to provide for the annexation of property known as 2476 Flamingo Drive (0.25 acre) (TMS# 310-02-00-126), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2.

An ordinance to provide for the annexation of property known as 2482 Flamingo Drive (0.25 acre) (TMS# 310-02-00-127), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it

part of District 2.

K. Bills up for Second Reading:

1. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 652 Rutledge Avenue (North Central - Peninsula) (0.0728 acre) (TMS #460-03-02-149) (Council District 3), be rezoned from Diverse Residential (DR-1F) classification to Residential Office (RO) classification.*
2. *An ordinance to amend the Business License Ordinance for the City of Charleston to decrease the class rate from \$1.55 per thousand to \$1.10 per thousand for NAICS Code Numbers 4411 and 4412.*
3. *An ordinance providing for the issuance and sale of Waterworks and Sewer System Refunding Revenue Bonds of the City of Charleston in one or more series in the aggregate principal amount of not exceeding \$135,000,000 and other matters relating thereto.*
4. *An ordinance to provide for the issuance and sale of approximately \$12,775,000 General Obligation Refunding Bonds of 2016 of the City of Charleston, South Carolina, to prescribe the purposes for which the proceeds of the several series of bonds shall be expended, to provide for the payment thereof, and other matters relating thereto.*
5. *An ordinance authorizing the execution of documents relating to the Lease-Purchase financing of the acquisition of 50 Broad Street, Charleston, South Carolina, for the City of Charleston, South Carolina in an amount not exceeding \$600,000; authorizing the execution of a Base Lease Agreement and a Project Lease Agreement in connection therewith, and other matters relating thereto.*
6. *An ordinance to provide for the annexation of property known as 1827 Mepkin Road (0.18 acre) (TMS# 353-14-00-183), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2.*
7. *An ordinance to amend Section 54-943(c) of the Code of the City of Charleston (Zoning Ordinance) to modify the vote required of City Council in the event a matter is disapproved by the Planning Commission or when a petition in opposition to a matter signed by owners of twenty percent of the area of lots subject to the matter, or of those immediately adjacent on the sides and rear or directly opposite thereto is presented to Council to sixty (60%) percent of the members of Council present and voting. (DEFERRED FOR PUBLIC HEARING)*
8. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Section 54-110 to change zoning regulations for non-conforming two-family and multi-family dwelling uses to require any increase in the number of bedrooms to be reviewed by the Board of Zoning Appeals – Zoning*

and amending Section 54-120 to change the definition "Multiple Dwelling" to "Multi-Family Dwelling" (DEFERRED FOR PUBLIC HEARING)

9. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Concord Street & Laurens Street (Gadsden Wharf - Peninsula) (approximately 7.87 acres) (TMS #458-01-02-027, 062, 063, & 066) (Council District 1), be rezoned from Mixed-Use (MU-2) classification to Planned Unit Development (PUD) classification. (DEFERRED)
10. An ordinance to provide for the annexation of property known as Clements Ferry Road (19.02 acres) (a portion of TMS# 271-00-01-031), Cainhoy, Berkeley County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 1. (DEFERRED)
11. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that Clements Ferry Road (Cainhoy) (approximately 19.02 acres) (a portion of TMS #271-00-01-031) (Council District 1), be zoned General Business (GB) classification. (DEFERRED)
12. An ordinance to provide for the annexation of property known as 2319 Savannah Highway (1.06 acres) (TMS# 310-06-00-114), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 7. (DEFERRED)
13. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2319 Savannah Highway (West Ashley) (approximately 1.06 acres) (TMS #310-06-00-114) (Council District 7), be zoned General Business (GB) classification. **(AS AMENDED)** (DEFERRED)
14. An ordinance to provide for the annexation of property known as Savannah Highway (1.49 acres) (TMS# 350-05-00-039; 350-05-00-040 and 350-05-00-160), West Ashley, Charleston County, to the City of Charleston, and includes all public rights-of-way shown within the area annexed upon a map attached hereto and make it part of District 7. (DEFERRED)
15. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that Savannah Highway (West Ashley) (approximately 1.49 acres) (TMS #350-05-00-039, 040 and 160) (Council District 7), be zoned General Business (GB) classification. (DEFERRED FOR PUBLIC HEARING)

L. Bills up for First Reading

1. An ordinance to amend provisions of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Part 12 – Gathering Place to change

district name and specific details within, by amending Article 2, Part 3, Table of Permitted Uses to change district name, by amending Sec. 54-301, Table 3.1: Height, Area and Setback Regulations adding a new row, by amending Sec. 54-201, Base Zoning Districts to change district name, by amending Article 2, Part 11, Sec. 54-268 designation of Design Review District, Review Authority, Scope of Authority and Exemptions to change district name, by amending Article 3, Part 8, Sec. 54-347 landscape buffer requirements to change district name. **OR**

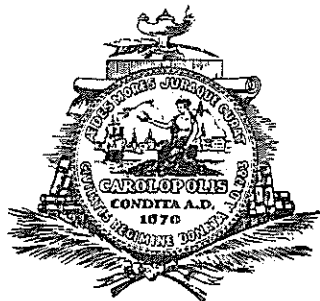
An ordinance to amend Ordinance No. 2016-020 regarding the expiration of the moratorium on processing development applications and issuing permits for properties zoned Gathering Place (GP).

2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the zone map, which is a part thereof, so that 2116 Saint James Drive (Riverland Terrace – James Island) (0.24 acre) (TMS #343-02-00-073) (Council District 11), annexed into the City of Charleston January 26, 2016 (#2016-019), be zoned Single-Family Residential (SR-1) classification.
3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 61 Cannon Street (Cannonborough-Elliottborough - Peninsula) (0.38 acre) (TMS #460-12-01-008) (Council District 4), be rezoned from Limited Business (LB) classification to Mixed-Use Workforce Housing (MU-1/WH) classification. (***Planning Commission recommends disapproval; requires ¾ vote of Council.***) (DEFERRED)
4. An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 21, Section 115 to provide regulations for the operation of unmanned aerial vehicles. (DEFERRED)
5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 975 King Street and 6 Cleveland Street (North Central - Peninsula) (0.132 acre) (TMS #463-15-04-084) (Council District 3), be rezoned from General Business (GB) classification to Mixed Use/Workforce Housing (MU-1/WH) classification. (DEFERRED)
6. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 76 Columbus Street (East Side - Peninsula) (approximately 0.229 acre) (TMS #459-05-04-093) (Council District 4), be rezoned from Diverse Residential (DR-2F) classification to General Business (GB) classification. (***Requires ¾ vote of City Council; Planning Commission recommended Limited Business (LB).***) (TO BE WITHDRAWN)
7. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Murraywood Road (Johns Island) (approximately 1.80 acres) (a portion of TMS #312-00-00-026) (Council District 5), be rezoned from Single-Family Residential (SR-1) classification to Single and Two Family Residential (STR) classification. (DEFERRED)

M. Miscellaneous Business:

1. The next regular meeting of City Council will be March 22, 2016 at 5:00 p.m. at Charles Towne Landing, Founders Hall.

D7.)



PROCLAMATION

- WHEREAS; **RENAL MEDULLARY CARCINOMA (RMC)** is a very rare and aggressive form of kidney cancer; and
- WHEREAS; **RENAL MEDULLARY CARCINOMA** has been associated to affect, almost exclusively, otherwise healthy African Americans who have the sickle cell trait; and
- WHEREAS; **THE RENAL MEDULLARY CARCINOMA FOUNDATION**, a non-profit organization, was established as a result of a young African American man, who was stricken with this rare and aggressive kidney cancer; and
- WHEREAS; the members of the **RENAL MEDULLARY CARCINOMA FOUNDATION** realizing the importance of this discovery, collaborated to form this nationally-recognized organization dedicated to ending premature death and saving lives, through an alliance of education, advocacy and support; and
- WHEREAS; over the past year, the organizers of **THE RENAL MEDULLARY CARCINOMA FOUNDATION** wanted to expand their efforts in order to address a need that was apparent and urgent, not only in the Tri-County area, but all over the world; and
- WHEREAS; by the end of 2009, over 4 million Americans were affected and more than 300 million people worldwide have the sickle cell trait (Centers for Disease Control). Although the vast majority of patients are African Americans, there are people of Mediterranean origin, and from South and Central America, the Middle East, South Asia, as well as some Caucasians, with the sickle cell trait, who have been affected by RMC; and
- WHEREAS; the goals of **THE RENAL MEDULLARY CARCINOMA FOUNDATION** are to promote awareness of and educate the public about the sickle cell trait to improve the coordination of healthcare resources for individuals who have RMC, and their caregivers to connect with and gain access to healthcare and social support resources; to advocate on behalf of individuals who have RMC; to encourage members of the public to have genetic testing performed to identify carriers of the sickle cell trait; to encourage individuals to have yearly kidney screenings once it is determined that they have the sickle cell trait; and to collaborate with the government, hospitals and other agencies to develop comprehensive strategies for the healthcare of individuals who have RMC;

NOW, THEREFORE, I, John J. Tecklenburg, Mayor, City of Charleston, do hereby proclaim the month of March, 2016 as:

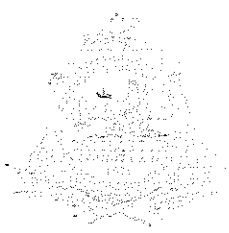
RENAL MEDULLARY CARCINOMA MONTH

in the City of Charleston, and urge all citizens to recognize the important work being done by the members of **THE RENAL MEDULLARY CARCINOMA FOUNDATION**.

John J. Tecklenburg, Mayor



D2.)



City of Charleston

JOHN J. TECKLENBURG
MAYOR

PROCLAMATION

WHEREAS; March 12, 2016, marks the 104th anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah, Georgia; and

WHEREAS; throughout its distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of courage, confidence, and character; and

WHEREAS; girls discover, connect and take action to make their local communities and the world a better place; and

WHEREAS; more than 3.2 million current Girl Scout members nationwide will be celebrating 104 years of this American tradition, with 59 million women who are former Girl Scouts and living proof of the impact of this amazing Movement;

NOW, THEREFORE, I, John J. Tecklenburg, by virtue of the authority vested in me as Mayor of the City of Charleston, South Carolina, do hereby proudly proclaim the week of March 6-12, 2016 as:

GIRL SCOUT WEEK

in the City of Charleston, and applaud the commitment Girl Scouting has made to America's girls.

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Seal of the City of Charleston to be affixed this ____ day of March, 2016.

John J. Tecklenburg., Mayor





A RESOLUTION

WHEREAS, on June 17, 2015, the Rev. Clementa Pinckney, Ms. Cynthia Hurd, Mr. Tywanza Sanders, Ms. Sharonda Singleton, the Rev. DePayne Middleton-Doctor, the Rev. Daniel Simmons, Ms. Susan Jackson, Ms. Ethel Lance, and Ms. Myra Thompson, while attending a bible study at Emanuel AME Church on Calhoun Street in Charleston, South Carolina, were murdered; and

WHEREAS, law enforcement authorities have identified as the primary suspect responsible for these heinous criminal acts a man who had previously displayed the Confederate Flag in his promotion of white supremacy; and

WHEREAS, the South Carolina General Assembly, in response to the outrage of the massacre of these nine innocent individuals and the association of the Confederate Flag with white supremacy, voted in accordance with the provisions of S.C. Code Section 1-10-10 on July 9, 2015, to require the removal of the Confederate Flag from the State House grounds; and

WHEREAS, Senate Bill Number 1071 is pending in the South Carolina General Assembly to amend S. C. Code Section 10-1-165, the South Carolina Heritage Act; and

WHEREAS, this Bill, if approved, would authorize the board of directors of public institutions of higher learning to remove those flags of the War Between the States, including the Confederate Battle Flag, from chapels and other structures having a religious purpose located on the property of those institutions; and

WHEREAS, the Confederate Naval Jack is displayed in the Summerall Chapel of The Citadel and is protected by the South Carolina Heritage Act from being removed; and

WHEREAS, alumni of The Citadel have organized a campaign for the removal of the Confederate Naval Jack displayed in the Summerall Chapel; and

WHEREAS, The Citadel Board of Visitors have publically voted 9 to 3 for the removal of the Confederate Naval Jack displayed in the Summerall Chapel; and

WHEREAS, the City of Charleston is supportive of that effort.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF CHARLESTON, IN COUNCIL ASSEMBLED, THAT THE CITY OF
CHARLESTON SUPPORTS THE PASSAGE OF SOUTH CAROLINA SENATE BILL 1071.

Done this _____ day of _____ 2016.

John J. Tecklenburg, Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Ib.)

**MEMORANDUM OF UNDERSTANDING
FOR THE USE OF DESIGNATED CARTA BUS STOPS BY LARGE BUSES FOR THE
PURPOSE OF LOADING AND UNLOADING PASSENGERS ONLY**

Between

THE CITY OF CHARLESTON, SOUTH CAROLINA

And

**THE CHARLESTON AREA REGIONAL TRANSPORTATION
AUTHORITY**

This Memorandum of Understanding hereinafter referred to as the **MOU** is made this 29th day of February, 2016, by and between The City of Charleston hereinafter referred to as **CITY** and The Charleston Area Regional Transportation Authority hereinafter referred to as **CARTA**.

Whereas, the **CITY** has a limited number of loading zones throughout the Old and Historic Districts for large buses to load and offload passengers; and

Whereas, the **CITY** has an interest to improve vehicular and pedestrian mobility throughout the Old and Historic Districts; and

Whereas, **CARTA** will grant the **CITY** the authority to permit the drivers of large buses to utilize seven (7) designated CARTA bus stops in the Old and Historic Districts for the purpose of loading and offloading passengers only.

NOW THEREFORE, in consideration for the above CARTA bus stop uses, and the several promises set forth below to be faithfully performed by the parties hereto, the sufficiency whereof is acknowledged, the **CITY** and **CARTA** do hereby agree as follows:

I. DESCRIPTION:

The bus stops located at **Meeting Street and Broad Street; Meeting Street at South Market Street; Meeting Street at Hasell Street; Wentworth Street at Coming Street; Coming Street at George Street; King Street at Hudson Street; and Charlotte Street at Washington Street Charleston, South Carolina**, shall be utilized by large buses for the purposes of loading and offloading passengers only.

II. THE CITY SHALL:

- a. Install approved signage at each designated CARTA bus stop indicating that said bus stop is approved for large bus passenger loading and unloading only.
- b. The **CITY**, through Tourism Enforcement Officers, shall monitor designated approved bus stops to ensure that the drivers of large buses are not parking or occupying the bus stops for longer than ten (10) minutes.

- c. The **CITY**, through Tourism Enforcement Officers, shall prohibit an identified driver or large bus company from utilizing the designated CARTA bus stops if said driver or company parks or occupies the designated approved bus stops for longer than ten (10) minutes.
- d. The **CITY** shall be responsible for emptying the trash receptacle, at least three times a week, at the sheltered CARTA bus stop located at Concord Street and Aquarium Wharf and at the sheltered CARTA bus stop located at Meeting Street and Broad Street, adjacent to City Hall.

III. CARTA SHALL:

- a. Permit the **CITY** to utilize the bus stops located at Meeting Street and Broad Street; Meeting Street at South Market Street; Meeting Street at Hasell Street; Wentworth Street at Coming Street; Coming Street at George Street; King Street at Hudson Street; and Charlotte Street at Washington Street Charleston, South Carolina, by large bus companies for the purposes of loading and offloading passengers only.
- b. Permit the **CITY** to coordinate with large bus companies and allow the use of any additional CARTA bus stops not described in item I above for the purpose of loading and offloading passengers with mobility issues, on a case by case basis.

IV. GENERAL

- a. For purposes of this **MOU**, **CARTA** shall be considered to have accepted the terms or any specific portion thereof. Written acceptance of the **MOU** shall also constitute acceptance.
- b. Amendment.

Any changes to this **MOU**, which are mutually agreed upon between **CARTA** and the **CITY**, shall be incorporated in a written amendment to this **MOU** and shall not become effective until the amendment is signed by all parties.

- c. Liability.
Neither party shall be liable for any claims, demands, expenses, liabilities nor losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the activities performed pursuant to this **MOU**.
- d. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns

IN WITNESS WHEREOF, the parties have caused this **MOU** to be executed on the date indicated above.

Signed, sealed and executed for **CITY OF CHARLESTON**.

WITNESS:

City of Charleston

By: _____
(Signature)

Title: Director of Livability and Tourism

Signed, sealed and executed for the **Charleston Area Regional Transportation Authority**.

WITNESS:

Charleston Area Regional Transportation Authority

By: _____
(Signature)

Title: Executive Director, BCDCOG

Touring Historic Charleston, S.C. by Motorcoach

An Ordinance guide to regulate sightseeing vehicles in the Old City District

Department of Livability & Tourism
75 Calhoun Street, Suite 3400
843.724.7395

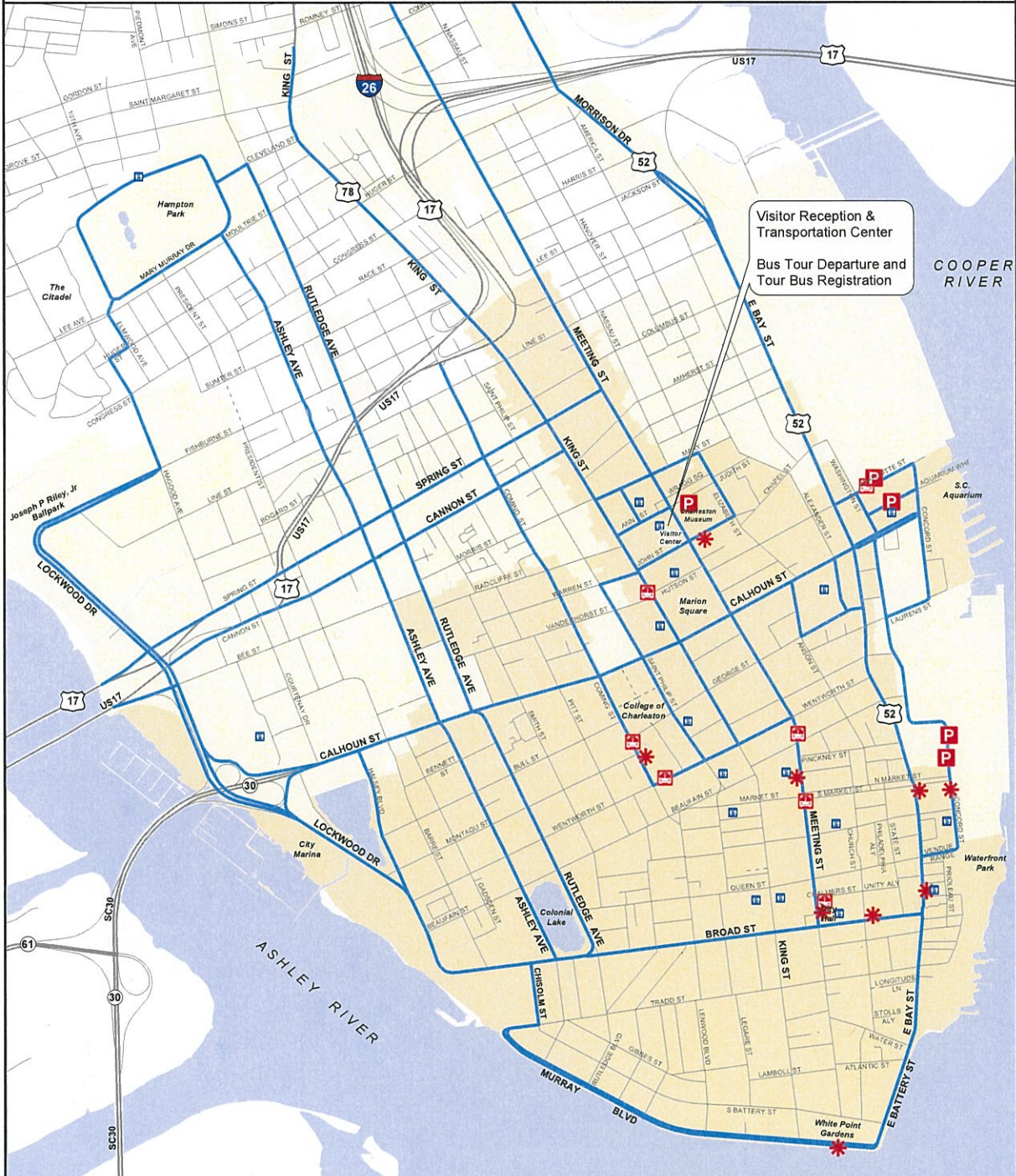
The Trolley (DASH) has always been the easy way to get around Downtown Charleston. Now it's even better, it's FREE!
Park your car, hop on a Trolley and keep your change for shopping while dashing around downtown.
Various Transit Passes for regular transit routes that run all over Charleston are available for sale inside the Visitor Reception and Transportation Center and can be purchased online at <http://www.ridecarta.com>
For more information please call (843) 724-7420.

- | | |
|-----------------------------------|--------------------------------|
| Type | Highway |
| Large Bus Loading/Unloading | Street |
| Large Bus Parking | --- Pedestrian street |
| CARTA/Large Bus Loading/Unloading | Water |
| Public Restrooms | Old City and Historic District |
| Approved Streets for Touring | Old and Historic District |
| | Old City District |

Note: Overnight parking for tour buses should be arranged through your local innkeeper

Restrooms are available at Hampton Park, the Visitor Center, City Hall, and Public Parking Garages as indicated on map

0 0.05 0.1 0.2 0.3 0.4 0.5
Miles
1 inch = 1,200 feet



City of Charleston
Department of Livability & Tourism
GIS Division
75 Calhoun St, Suite 3400
Charleston, SC 29401
www.charleston-sc.gov

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DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.



2016 - 2017 REQUEST FOR COMMUNITY DEVELOPMENT BLOCK (CDBG) GRANT FUNDS

\$903,479

J7(iii)

NO.	Organization	Project Name	Project Description	Location Services Area	Prior Yr. Funding	2016-2017 CDBG Request	CD Advisory Citizens Committee Recommendations
1	City of Charleston	CDBG Program Administration	Funds will be used to administer the City of Charleston's CDBG Program.	City of Charleston	\$92,230	\$90,347	\$90,347
2	City of Charleston	Property Maintenance	Funds will be used to maintain homes or lots acquired by the City of Charleston.	CD Target neighborhoods and City of Charleston	\$20,000	\$10,000	\$10,000
3	City of Charleston	RPC Substantial Rehabilitation Program	Funds will be used to support the City's loan and deferred program that provides the substantial rehabilitation of low-to moderate income owner-occupies housing.	Citywide	\$400,000	\$400,000	\$400,000
4	City of Charleston	RPC roof Replacement Program	Funds will be used to support the City's Roof Program which provides new roofs to eligible homeowners.	Citywide	\$50,000	\$100,000	\$100,000
5	City of Charleston	Property Acquisition	Funds will be used to acquire infill lots.	City of Charleston	\$0	\$30,000	\$30,000
	City of Charleston	Employer Assisted Housing	Funds will be used to assist City employees with downpayment assistance to purchase a home in the City of Charleston.	City of Charleston	\$0	\$15,000	\$15,000
6	Charleston Promise Neighborhood (PS)	Charleston Promise Neighborhood School Based Programs	Funds will be used to continue to support Sanders-Clyde Elementary/Middle School and James Simons Elementary, via multi-faceted approach.	1819 Meeting Street, Suite B., Charleston	\$110,000	\$50,000	\$0
7	Charleston Trident Urban League(PS)	House and Home	Funds will be used to provide homeownership education workshop and individual consumer credit counseling.	City of Charleston	\$35,000	\$40,000	\$30,000
8	Charleston Trident Urban League(PS)	Fair Housing and Landlord/tenant Center	Funds will be used to support Fair Housing Hotline	City of Charleston	\$30,000	\$40,000	\$30,000

2016 - 2017 REQUEST FOR COMMUNITY DEVELOPMENT BLOCK (CDBG) GRANT FUNDS
\$903,479

NO.	Organization	Project Name	Project Description	Location Services Area	Prior Yr. Funding	2016-2017 CDBG Request	CD Advisory Citizens Committee Recommendations
9	Closing the Gap in Health Care, Inc.(PS)	Health Literacy Media Program	Funds will be used to provide health tips on Urban Radio Stations & to Administer a health summit in Charleston, SC.	Charleston, SC/Tri-county area	\$10,000	\$25,000	\$10,000
10	Coastal Community Foundation	The N.E.W. Funds (Neighborhoods Energized to Win)	Funds will be used to provide small grant and technical assistance to two (2) City of Charleston neighborhood groups for community improvement projects.	City of Charleston	\$0	\$5,000	\$5,000
11	Eastside Community Development Corp.	Affordable Housing Unit Small Business Incubator & Community Resource Center	Provide one (1) unit of affordable housing; provide space for three small businesses within East community, and provide the community a resource center.	60 America Street	\$0	\$50,000	\$0
12	Episcopal Diocese of SC CHDO	Humphreys Court	Create homeownership opportunities for first time homebuyers through the construction of one new three bedroom home at 28 Humphreys Court.	Eastside and Westside	\$0	\$50,000	\$0
13	Episcopal Diocese of SC CHDO	Smith-Morris MOU as Amended	To create homeownership opportunities for first time homebuyers.	Eastside and Westside	\$50,000	\$50,000	\$50,000
14	Greater Charleston Empowerment Corporation(PS)	Introduction to Building Arts Training	Funds will be used to support a building trades program that teaches residents entry-level employment in carpentry, plastering and masonry.	City of Charleston	\$25,494	\$50,000	\$30,000

2016 - 2017 REQUEST FOR COMMUNITY DEVELOPMENT BLOCK (CDBG) GRANT FUNDS
\$903,479

NO.	Organization	Project Name	Project Description	Location Services Area	Prior Yr. Funding	2016-2017 CDBG Request	CD Advisory Citizens Committee Recommendations
15	Home Dreams Foundation	Hazard Free Homes	Funds will be used to provide minor repair of four (4) homes within the City of Charleston that are owned and occupied by low-income homeowners.	City of Charleston	\$0	\$48,000	\$40,000
16	Humanities Foundation, Inc.(PS)	ShelterNet	Provides emergency financial assistance to very-low income households (50% and below of Area Median Income or AMI) facing eviction/foreclosure or utility disconnection.	Charleston, Berkeley, and Dorchester counties.	\$20,000	\$25,000	\$0
17	Lowcountry Homeless Coalition(PS)	Rapid Re-Housing Program	To provide rental and utility deposits, documentation, and transportation assistance to individuals and families living in encampments in the City of Charleston.	City of Charleston	\$0	\$50,000	\$48,132
18	One80 Place(PS)	One80 Place Homeless Services Center	Funds will be used to offset expenses associated with operating One80 Places new homeless services center and for the Up and Out Program .	City of Charleston	\$40,000	\$50,000	\$10,000
19	Operation Home	The Critical Home Repair Program of Charleston	Operation Home will complete at least five (5) critical home repairs for elderly and low-income homeowners to ensure suitable living environments.	To be determined	\$20,000	\$25,000	\$20,000
Total(with City Programs):							\$903,480
Total (without City Programs):							\$273,132
Total amount covered with program income:							\$15,000
Balance remaining:							\$0.00
Note:(PS)=Project is subject to 15% Public Service cap, per HUD guidelines.							

2016 - 2017 Requests for HOME Investment Partnerships Program Funds
\$482,857

No. Organization	Project Name	Project Description	Location of Service Area	Prior Yr. Funding	HOME requested	CD Advisory Citizens Committee Recommendations
1 City of Charleston	HOME Program Administration	Funds will be used to administer the City of Charleston's HOME Program.	City of Charleston	\$47,941	\$48,286	\$48,286
2 City of Charleston	RPC Substantial Rehabilitation Program	Funds will be used to support the City's loan and deferred program that provides the substantial rehabilitation of low-to-moderate income owner-occupied housing.	Citywide	\$150,000	\$150,000	\$150,000
3 City of Charleston	RPC Rental Rehabilitation Program	Funds will be used to rehabilitate rental homes for low & moderate income persons.	Citywide	\$50,000	\$50,000	\$26,000
4 City of Charleston	Downpayment Assistance	Funds will be used to assist homebuyers with funds to purchase a home.	City of Charleston	\$27,232	\$27,232	\$10,000
5 City of Charleston	CHDO Reservation Allocation	Funds will be used to assist the City's designated CHDO's to develop houses.	CD Target neighborhoods	\$71,912	\$72,428.55	\$72,428.55
Charleston County Human Services Commission dba Palmetto Community Action Partnership	The Quad Project	Funds will be used to construct four (4) one (1) bedroom rental apartments.	Site to be determined	\$0	\$50,000	\$25,000
Greenway Residential Development, LLC	The Oaks at Dupont Scattered Site Implementation Subsidy	Funds will be used to aid in the construction of a 44-unit senior affordable housing development.	813 Dupont Rd., West Ashley	\$82,326	\$80,000	\$50,000
P.A.S.T.O.R.S., Inc.	Calvary Baptist Church Pre-Development	Funds will be used for construction subsidy and project soft costs.	Site to be determined	\$0	\$47,000	\$45,650
P.A.S.T.O.R.S., Inc.		Funds will be used for pre-development costs related to the construction of rental housing.	Site to be determined	\$0	\$12,350	\$12,350

2016 - 2017 Requests for HOME Investment Partnerships Program Funds
\$482,857

No. Organization	Project Name	Project Description	Location of Service Area	Prior Yr. Funding	HOME requested	CD Advisory Citizens Committee Recommendations
10 P.A.S.T.O.R.S., Inc.	CHDO/Administrative / Operational Activity Support	Funds will be used for staff and operational support of the organization.	City of Charleston	\$50,000	\$50,000	\$50,000
11 Sea Island Habitat for Humanity	Heritage Oaks: Phase 2-Infrastructure	Funds will be used for infrastructure costs associated with the development of Heritage Oaks; a 4-acre site where 18 single-family houses will be built.	Ferguson Road, James Island, SC	\$50,000	\$50,000	\$30,000
12 Sea Island Habitat for Humanity	Heritage Oaks Construction	Funds will be used for the construction of five (5) homes in the Heritage Oaks development.	Ferguson Road, James Island, SC	\$0	\$50,000	\$35,571
				Total (with City Programs):		
				\$482,856		
				Total (without City Programs):		
				\$248,571		
				Balance remaining:		
				\$0.75		

2016-2017 Requests for Housing Opportunities for Persons with Aids (HOPWA)
Funds \$497,368

#	Organization	Project Name	Project Description	Location of Service Area	Prior Year Funding	2016-2017 HOPWA Request	CD Advisory Committee Recommendations
1	Lowcountry Aids Services	HOPWA Program	Funds will be utilized for administrative costs related to the provision of housing and related services for persons with HIV or AIDS.	Tri-County area, Berkeley, Charleston, & Dorchester Counties	\$333,785	\$400,000	\$282,447
2	Roper St. Francis Foundation	Roper St. Francis Ryan White HOPWA Housing Program	Funds will be utilized for administrative costs related to the provision of housing and related services for persons with HIV or AIDS.	Tri-county Area, Berkeley, Charleston, & Dorchester Counties	\$200,000	\$225,000	\$200,000
3	City of Charleston	Administration Request	Funds will be used for administrative expenses for the City of Charleston's oversight of the HOPWA P)program.	City of Charleston	\$16,508	\$14,921	\$14,921
						Total(with City Programs):	\$497,368.00
						Total(without City Programs):	\$482,447
						Balance remaining:	\$0.00

JL(iii)

PROMISSORY NOTE

\$500,000.00

Charleston, South Carolina

November 20, 2014

FOR VALUE RECEIVED, Hampstead St. Andrews Gardens Partners, L.P., a South Carolina limited partnership, the undersigned (hereinafter referred to as the "**Borrower**"), promises to pay to the order of the City of Charleston, City Hall, P.O. Box 304, Charleston, South Carolina 29402 (hereinafter the "**Lender**") on the Maturity Date (as hereinafter defined), if not sooner paid, the principal sum of Five Hundred Thousand Dollars and No/100 Dollars (\$500,000.00), or so much thereof as may be advanced (the "**Loan Amount**"), plus interest at the rate of four percent (4%) per annum. This Note evidences a loan by the Lender to the Borrower in the above stated amount for the exclusive purpose of providing funds for the renovation of rental property in the City of Charleston, for the occupancy and use by low-or very low-income households, among others, which property is located at 1385 Ashley River Road, Charleston, South Carolina 29407 and commonly known as St. Andrews Gardens Apartments (the "**Property**") and is more particularly described in that certain Mortgage and Assignment of Rents and Leases of even date herewith (the "**Mortgage**").

The entire outstanding principal balance of this Note and any outstanding accrued interest shall be due and payable two hundred forty (240) months from the date hereof (the "**Maturity Date**").

It is expected that there will be advances made hereunder by Lender to Borrower of up to Five Hundred Thousand and No/100 Dollars (\$500,000.00) pursuant to the terms of the Mortgage, which secures this Note.

For the purposes of this Note, the following terms shall have the following meanings:

"**Annual Payment Amount**" means \$36,791.

"**Annual Payment Date**" shall mean the May 15th of each year following the commencement of principal and interest payments on the First Mortgage Loan until the Maturity Date.

"**Available Cash Flow**" for a particular year shall mean that sum of monies remaining after:

- (a) the payment of operating expenses (including but not limited to taxes, utilities, supplies, repair and maintenance costs, property taxes, property management fees, insurance escrows and reserves, and amounts deposited in any replacement reserve account);
- (b) the segregation of: (i) an amount equal to the aggregate of all other special funds required to be maintained under the First Mortgage Bond Loan Documents or

Partnership Agreement, and (ii) all tenant security deposits;

- (c) all principal, interest, reserve deposits and impounds, fees and other amounts payable by Borrower under the First Mortgage Bond Loan Documents, or as otherwise required by the Partnership Agreement; and
- (d) the payment of the Cumulative Priority Distribution, Tax Credit Adjuster Payment Amounts, or any other amounts required to be paid to the Limited Partners of the Borrower, in the priority set forth in Article X of the Partnership Agreement.

"Bonds" means those certain \$14,385,000 South Carolina State Housing Finance and Development Authority Multifamily Housing Revenue Bonds (St. Andrews Gardens Apartments), Series 2014.

"First Mortgage Bond Loan" means the loan made by the First Mortgage Bond Lender to Borrower from the proceeds of the issuance and sale of the Bonds in an amount not to exceed \$14,385,000, which loan shall convert to a permanent loan in the approximate amount of \$12,000,000.

"First Mortgage Bond Loan Documents" means the First Mortgage, the First Mortgage Bond Loan Note, the Bonds, the Indenture, the Regulatory Agreement and all other documents and instruments executed and delivered in connection with the issuance and sale of the Bonds.

"First Mortgage Bond Loan Mortgage" means the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing entered into by the Partnership in favor of the Trustee securing the Partnership's obligations under the First Mortgage Bond Loan Documents.

"First Mortgage Note" means the promissory note in the original principal amount of \$14,385,000 executed by the Partnership in favor of the First Mortgage Bond Lender as evidence of its obligation to repay the Bond Loan.

"Partnership Agreement" means that certain First Amended and Restated Agreement of Limited Partnership of the Borrower, dated as of November 1, 2014.

This Note shall be due and payable as follows:

1. In consecutive annual installments of principal and interest in an amount equal to the lesser of twenty-five percent (25%) of Available Cash Flow or the Annual Payment Amount; and
2. In any fiscal year that the Annual Payment Amount is greater than 25% of Available Cash Flow, the unpaid difference of principal and interest shall be deferred and shall be due and payable on the next Annual Payment Date (each, a **"Deferred Payment"**). Any such Deferred Payment shall be in addition to any payments required to be made under the foregoing Section 1 hereof; provided, however, that the sum of any Deferred Payment and the Annual Payment Amount in no event exceeds 25% of Available City Cash

Flow. If the Maker is unable to make the Deferred Payment in full on the next Annual Payment Date from the prior year's Available Cash Flow, the unpaid balance shall continue to accrue on any principal deferred until paid in accordance with this Section 2.

All payments under this Note shall be applied first to accrued interest, then to principal and then to late charges, if any. All installments of principal and all interest are payable in lawful money of the United States of America. In the event of (a) failure to pay this Note in full on the Maturity Date, or (b) default in the payment of any other installment of interest or principal or any other sum payable pursuant to the terms of this Note not cured within five (5) business days after written notice from Lender, then or at any time thereafter, at the option of Lender the whole of the principal sum then remaining unpaid hereunder together with all interest accrued thereon, shall immediately become due and payable without further notice. From and after the maturity of this Note either according to its terms or as the result of a declaration of maturity, the entire principal remaining unpaid hereunder shall bear interest at a rate of eight percent (8%) per annum above the rate otherwise in effect hereunder (the "Default Rate"), or the highest applicable lawful rate, whichever is the lesser.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceedings, Borrower promises to pay all expenses of collection and reasonable attorney's fees incurred by Lender.

In the event the interest provisions hereof or any exactions provided for herein or in the lien documents or any other instruments securing this Note shall result at any time during the life of the loan in an effective rate of interest which, for any period of time, transcends the limit of the usury or any other law applicable to the loan evidenced hereby, all sums in excess of those lawfully collectible as interest for the period in question, at the option of Lender, without further agreement or notice between or by any party hereto, shall be deemed applied to principal immediately upon receipt of such monies by Lender. Notwithstanding the foregoing, Lender may at any time and from time to time elect to reduce the collection of any interest to that permitted by law.

This Note is secured by that certain Mortgage and Security Agreement of even date herewith.

Lender may collect a late charge of five (5%) percent of any installment of principal or interest which is not paid within fifteen (15) days of the due date thereof to cover the extra time and expense involved in handling delinquent payments. Such late charge shall apply to late payments prior to maturity or acceleration. Upon maturity or acceleration, no further late charges shall be assessed, but Borrower shall pay the Default Rate of interest on all amounts due from the date of maturity or acceleration until the Note is paid in full. The collection of the late charge shall not be deemed a waiver by Lender of interest accruing after the due date of any installment or of any of Lender's other rights under this Note.

Borrower agrees that the late charge provided above is fair and reasonable compensation to Lender for the additional administrative time and effort incurred in collecting and processing delinquent payments. Borrower further agrees that the Default Rate is a fair and reasonable rate

of interest to be charged after maturity or acceleration of this Note in light of the increased risks to Lender inherent in a past due loan and the administrative time and effort incurred in collecting a past due loan.

Borrower and all endorsers, guarantors and all persons liable or to become liable on this Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and consent to any and all renewals and extensions of the time of payment hereof, and agree, further, that at any time and from time to time without notice, the terms of payment herein may be modified or the security described in any lien document securing the Note released in whole or in part, or increased, changed or exchanged by agreement between Lender and any owner of property affected by said lien document without in anywise affecting the liability of any party to this instrument or any person liable with respect to any indebtedness evidenced hereby.

This Note may be prepaid in whole or in part at any time without penalty.

This Note shall be non-recourse to the Borrower and its partners.

This Note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of South Carolina. Wherever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note or portion thereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

This Note may be assigned by Lender with or without recourse.

ANY PROVISION HEREOF TO THE CONTRARY NOTWITHSTANDING, THIS NOTE IS SUBJECT TO THE PROVISIONS OF THE CONSTRUCTION/TERM LOAN AGREEMENT OF EVEN DATE HERewith BETWEEN BORROWER AND LENDER CONCERNING THE WAIVER OF JURY TRIALS. Subject to the foregoing, Borrower submits to the jurisdiction of any court of competent jurisdiction within the State of South Carolina. Borrower further agrees to comply with all requirements necessary to give such court *in personam* jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested.

*****Remainder of Page Intentionally Left Blank*****
[Signature on Following Page]



The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

**Hampstead St. Andrews Gardens Partners, L.P., a
South Carolina limited partnership**

By: Hampstead St. Andrews Gardens, LLC, a
South Carolina limited liability company, its
General Partner

By: The Hampstead Group, Inc., a
California corporation, its Sole Member

By: 
Name: Chris Foster
Title: President

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

MORTGAGE AND ASSIGNMENT OF
RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (this "*Mortgage*") is made this ____ day of November, 2014, by the mortgagor, Hampstead St. Andrews Gardens Partners, L.P., a South Carolina limited partnership (the "*Borrower*" or "*Mortgagor*") and the mortgagee, the City of Charleston, a South Carolina Municipal Corporation, whose address is City Hall, PO Box 304, Charleston, South Carolina 29402 (the "*Lender*" or "*Mortgagee*").

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Note, a copy of which is attached hereto as **Exhibit "A"** and the terms of which are incorporated by reference herein, in the original principal sum of up to Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "*Loan*"), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby Mortgage, grant and convey to the Lender, its successors and assigns, the real property located in the City of Charleston, County of Charleston, State of South Carolina, described in **Exhibit "B"** attached hereto and incorporated by reference herein (hereinafter the "*Property*") which has the address of 1385 Ashley River Road, Charleston, South Carolina 29407;

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said Lender, its successors and assigns, forever, together with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which , including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage.

The Borrower covenants that the Borrower is lawfully seised of the estate hereby conveyed and has the right to Mortgage, grant and convey the Property, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions of record and affecting title to the Property.

The Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Borrower shall pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any other sums secured by this Mortgage.

2. Insurance, etc. Borrower, their heirs or administrators, shall keep the Property, insured against loss or damage by fire, for the benefit of the said Lender for an amount not less than the full insurable value, in such company as shall be approved by the said Lender, and shall deliver the policy to the said Lender. In the event of a default thereof, then the said Lender, its successors and/or assigns, may affect such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon, from the date of its payment calculated at the Default Rate stated in the Note. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Lender, its successors and/or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid a sum equal to the amount of the debt secured by this Mortgage.

3. Taxes, etc. The Borrower shall pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency and in default thereof the Lender may, in addition to its other remedies provided herein, cause same to be paid together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with interest thereon at the note rate from the dates of such payments.

4. Reserved.

5. Advances to Construct Improvements on the Property. Disbursements of the Loan ("**Construction Draws**") will be made as provided in this Section. At the closing of the Loan, Lender shall advance Borrower an amount of \$500,000.00. Thereafter, Construction Draws will be advanced for work performed and accepted by the Lender's construction inspector (which term includes employees and/or agents of Lender). In order to initiate a Construction Draw request, the Borrower shall submit a request for disbursement form along with any other documentation reasonably requested by Lender. Following the inspection and acceptance of the work performed, Lender will disburse the construction draw to Borrower. Borrower may request the additional Constructions Draws when construction is (i) 60% or more complete, and (ii) 100% complete (Borrower shall be required to submit to Lender a Certificate of Occupancy ("**CO**") for this final Construction Draw). The Loan Amount may, at Borrower's option, be disbursed in a single payment following completion and acceptance of the improvements by the Lender and issuance of the CO by the proper building code enforcement agency. Borrower further acknowledges and agrees that it shall execute and record certain Restrictive Covenants providing for the future use of the Property (mutually agreed upon by Borrower and Lender).

6. Assignment of Rents.

(a) For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "**Lease**" and collectively, the "**Leases**"), together with any and all other rents, issues and profits of the Property (collectively, "**Rents**"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Property, nor cause Mortgagee to be: (a) a

"mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Property or any part thereof, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Property. Mortgagor agrees to execute and deliver to Mortgagee, within five (5) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

(b) To protect the security of this assignment, Mortgagor agrees:

(i) At Mortgagor's sole cost and expense, to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease.

(ii) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(iii) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any material default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder which remains uncured after 30 days, , together with an accurate and complete copy thereof.

(c) Mortgagee confers upon Mortgagor a license (the "*License*") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence of any default. Upon the occurrence of any default hereof, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any default, nor waive, modify or

affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage.

7. Creation of Security Interest in the Collateral. To further secure the performance and payment of the obligations of Borrower to Lender pursuant to the Note and this Mortgage, Borrower hereby grants to Lender a present security interest in the collateral described in Exhibit "C" attached hereto and incorporated by reference herein (the "*Collateral*").

8. Borrower Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

9. Forbearance by Lender Not a Waiver. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

10. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Conveyance of the Property. If all or any part of the Property is sold or transferred by the Borrower without the Lender's prior written consent in accordance with the terms of the Note, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable.

12. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights thereunder shall insure to, the respective successors and assigns of the Lender and the Borrower, if any.

13. Joint and Several Liability. All covenants and agreements of the Borrower shall be joint and several.

14. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

15. Notice. Any notice of one party to the other shall be in writing to the parties as follows:

As to Lender:

DM: 3768525 v. 5

City of Charleston
Attn: Director, Dept. of Housing & Community Development
City Hall
PO Box 304
Charleston, SC 29402

As to Borrower:

Hampstead St. Andrews Gardens Partners, L.P.,
1385 Ashley River Road
Charleston, South Carolina 29407 [NEED TO CONFIRM]

With copies to:

Hampstead St. Andrews Gardens Partners, L.P.
c/o The Hampstead Group, Inc.
1350 Columbia Street, Suite 802
San Diego, CA 92102
Attn: Legal

Boston Financial Institutional Tax Credits XLII Limited Partnership c/o Boston Financial
Investment Management, LP
101 Arch Street, 13th Floor
Boston, MA 02110
Attention: Palmilla Apartments Asset Management

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attention: James E. McDermott, Esq.

The Borrower shall notify the Lender of any change in the Borrower's address.

16. Governing Law; Severability. This Mortgage shall be governed by the law of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end the provision of the Mortgage and the Note are declared to be severable.

17. Borrower's Copy. The Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

18. Right to Appoint Receiver. Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said Lender, Lender's heirs, successors, or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above-described Property, with power to forthwith lease out the said Property anew if he

should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits toward the payment of the debts secured hereby.

19. Attorneys Fees. Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Lender, Lender's heirs, successors, or assigns, including a reasonable counsel fee (of not less than ten percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

20. Termination of Mortgage. When the Borrower, Borrower's heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Lender, Lender's certain attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due, and also all sums of money paid by the said Lender, Lender's heirs, successors or assigns, according to the conditions and agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the said Note and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void, otherwise it shall remain in full force and virtue.

21. Borrower's Right to Possession. The Borrower is to hold and enjoy the said premises until default of payment shall be made.

22. Nonrecourse. Notwithstanding anything to the contrary herein or in any of the Loan Documents, the Loan shall be nonrecourse to the Borrower and its partners.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on Following Page]

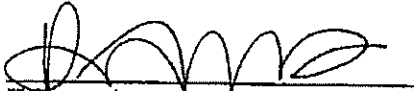
IN WITNESS THEREOF, the Borrower has executed this Mortgage this _____ day of _____, 2014.


SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

Hampstead St. Andrews Gardens Partners, L.P.,
a South Carolina limited partnership

By: Hampstead St. Andrews Gardens, LLC, a
South Carolina limited liability company, its
General Partner

By: The Hampstead Group, Inc., a
California corporation, its Sole Member


Witness 1


Witness 2

By: 
Name: Chris Foster
Title: President

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGEMENT

~~I, the undersigned Notary Public, do hereby certify that Hampstead St. Andrews Gardens Partners, L.P., a South Carolina limited partnership, by Hampstead St. Andrews Gardens, LLC, a South Carolina limited liability company, its General Partner, by The Hampstead Group, Inc., a California corporation, its Sole Member, by Chris Foster, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

~~Witness my Hand and Official Seal this the _____ day of _____, 2014.~~

Notary Public for _____
My Commission Expires: _____

See attached Certificate

ACKNOWLEDGMENT

State of California
County of San Diego

On November 19, 2014 before me, Kristin Vanderluit, Notary Public
(insert name and title of the officer)

personally appeared Chris Foster
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



Exhibit "A"
Copy of Promissory Note

[see attached.]

Exhibit "B"
Property Description

Exhibit "C"
Collateral Description

(a) All buildings, structures and improvements of every kind and description (the "**Improvements**") now or hereafter erected or placed on the property described in Exhibit A attached hereto and made a part hereof (the "**Land**"); and all materials intended for construction, reconstruction, alterations and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Improvements immediately upon the delivery thereof to the Land or Improvements, and all fixtures and articles of personal property now or hereafter owned by the Borrower and attached to or contained in and used in connection with the aforesaid Land and Improvements including, but not limited to, all furniture, furnishings, inventory, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, telephone systems, television and television systems, computer systems and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner (the Land and Improvements together with the personal property described above are hereafter referred to as the "**Property**"); and

(b) Any and all of the security deposits, rents, royalties, issues, profits, revenues, income, license fees and other benefits of the Property and improvements thereon from time to time accruing; and

(c) Any and all leases (including equipment leases and leases of personal property), rental agreements, management contracts, contracts of sale, franchise agreements, technical services agreements, construction contracts, construction management contracts, architect's and/or engineering contracts, design contracts, subcontracts, operating agreements, consulting agreements, listing agreements, sales agency contracts, advertising contracts, licensing agreements, maintenance contracts, contract for the purchase or delivery of labor, services, materials, goods, inventory or supplies, cleaning contracts, contract rights, general intangibles, permits, approvals, trade names, trademarks, service marks, patents pending, goodwill, utility service bonds and/or cash deposits, site improvement bonds and/or cash deposits, building permits, sewer and water connections and/or tap-in permits, curb-cut permits, utility service agreements, actions and rights in action now or hereafter acquired pertaining to the Property, including all rights to insurance proceeds and condemnation proceeds, and licenses and permits now or hereafter affecting the Property and Improvements thereon; and

(d) All warranties, guaranties, representations or covenants covering any appliances, equipment and fixtures owned by Borrower now or hereafter located upon the Land or used in connection with the Improvements including without limitation, air-conditioning, heating and other appliances and equipment; and

(e) All sales agreements, reservation agreements, deposit receipts, escrow agreements, and other ancillary documents and agreements entered into with respect to the sale

to any purchasers of any part of the Land, together with all deposits, earnest monies, reservation fees, down-payments and other proceeds of the sale thereof; and

(f) All of the water, sanitary and storm sewer systems now or hereafter owned by Borrower which are now or hereafter located by, over and/or upon the Land or the Improvements or any part and parcel thereof, including all water and sewer lines, equipment and appurtenances; and

(g) Any and all materials (stored on-site or off-site), reserves, deferred payments, deposits or advance payments for materials (stored on-site or off-site), undisbursed loan proceeds, insurance refunds, insurance proceeds, impound accounts, refunds for overpayment of any kind, to the extent the same arise out of or occur in connection with the construction of the Improvements; and

(h) All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use Borrower's name and the name of any all subdivisions established on the Property; and

(i) All proceeds or sums payable in lieu of or as compensation for the loss of or damage to any property described in (a) above, or to the Property; and

(j) All rights in and to all pertinent present and future fire and/or hazard insurance policies; and

(k) All awards made by any public body or decreed by any court of competent jurisdiction for a taking or for degradation of value in any eminent domain proceeding; and

(l) All reciprocal easement agreements, declarations of covenants, conditions and restrictions, party wall agreements, "tie-back" agreements, common area agreements, shared maintenance agreements, common use agreements or similar agreements or understandings; and

(m) All licenses, permits, authorizations, consents, certificates of occupancy, approvals, dedications, subdivision maps or plats and entitlements issued, approved or granted by any governmental authority or otherwise, in connection with the Property and/or any part thereof; any and all assignable development rights and other intangible rights, titles, interests, privileges and appurtenances owned by Borrower and in any way related to or used in connection with the Property and/or any part thereof and its renovation, construction, use, maintenance, repair, leasing and operation; and all assignable licenses, consents, easements, rights of way and approvals required from private parties to make use of utilities and to insure vehicular and pedestrian ingress and egress to the Property and/or any part thereof; and

(n) All utility service bonds and/or cash deposits, site improvement bonds and/or cash deposits, building permits, sewer connection and/or tap-in permits, water connection and/or tap-in permits, curb-cut permits, utility service agreements, site work agreements with any

governmental authority or public utility, and all other permits, approvals and contracts of any kind relating to the Property; and

(o) All surveys, agreements, instruments, contracts, documents of title, choses in action or intangible property or contract rights of any kind now existing or hereafter arising or created or entered into related to construction and completion of the Property or ownership, operation, marketing or sale of the Property including, but not limited to Borrower's interest, if any, in and to any and all plans and specifications, any and all construction contracts, all construction, engineering, architectural and other contracts, purchase orders, permits, building permits, approvals, licenses, authorizations, rights, franchises, trademarks, trade names, project logos, building names, surveys, insurance policies, bonds, escrow funds, easement, exclusive agency licenses or leases and proceeds of any of the foregoing; and

Together with all proceeds, products, replacements, additions, substitution, renewals and accessions to any of the foregoing collateral. A portion of the above described goods are or are to be affixed to the Land and Improvements. The record owner of the real property described in Exhibit A hereto is the Borrower.

ALSO

(A) ACCOUNTS: All accounts, contract rights, chattel paper, instruments and documents, whether now owned or hereafter created or acquired by Borrower or in which Borrower now has or hereafter acquires any interest;

(B) INVENTORY: All of Borrower's inventory, including, but not limited to, all goods intended for sale or lease by Borrower, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Borrower's business; and all documents evidencing and General Intangibles relating to any of the foregoing, whether now owned or hereafter acquired by Borrower;

(C) EQUIPMENT: All machinery, apparatus, equipment, fittings, furniture, fixtures, motor vehicles, and other tangible personal Property (other than Inventory) of every kind and description used in Borrower's operations or owned by Borrower or in which Borrower has an interest, whether now owned or hereafter acquired by Borrower and wherever located, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor;

(D) GENERAL INTANGIBLES: All general intangibles of Borrower, whether now owned or hereafter created or acquired by Borrower, including, without limitation, all choses in action, causes of action, judgments, corporate or other business records, deposit accounts, inventions, designs, patents, patent applications, servicemarks, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, together with all rights to any subdivision or other names associated with the development of the Property, all claims under guaranties, security interests or other security

held by or granted to Borrower to secure payment of any of the Accounts by an Account Borrower, all rights to indemnification and all other intangible property of every kind and nature (other than Accounts);

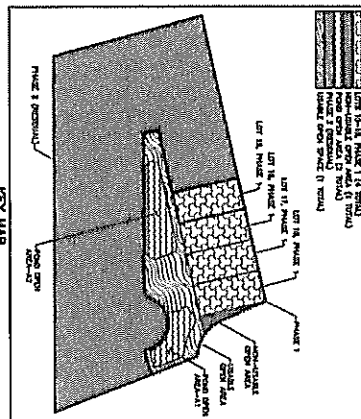
(E) FIXTURES: All fixtures, improvements and other personal property now or hereafter acquired, affixed or located on the real property more fully described on the attached Exhibit A attached hereto (the "***Real Property***"), together with an assignment of all rents, profits, leases, income, contracts, condemnation awards, insurance proceeds and security deposits relating to the Real Property;

(F) MONEY AND DEPOSITS: All monies, deposits and other Property of any kind, now or at any time or times hereafter, in the possession or under the control of the Lender or a bailee of the Lender;

(G) ACCESSIONS, REPLACEMENTS & PROCEEDS: All accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of any of the Collateral described in A, B, C, D, E, or F above, including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the Collateral; and

(H) RECORDS: All books and records (including, without limitation, customer lists, credit files, computer programs, print-outs, and other computer materials and records) of Borrower pertaining to any of the Collateral described in A, B, C, D, E, F or G above.

NOTES

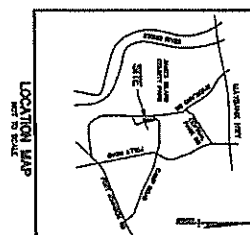


- [illegible]

SUBDIVISION PLAT
of
HERITAGE OAKS,
PHASE 1
LOCATED IN JAMES ISLAND IN THE CITY OF CHARLESTON,
CHARLESTON COUNTY, SOUTH CAROLINA

[illegible]


Island Surveying
A Branch of Parker Land Surveying, LLC
1720 Central Park East, Charleston, South Carolina 29412
Phone: (843) 225-6382 Fax: (843) 225-5587

[illegible]

**SUBDIVISION PLAT OF PARCEL 2-B INTO
HERITAGE OAKS, PHASE 1, LOTS 15 THRU 18
AND PHASE 2 (RESIDUAL)
ON JAMES ISLAND, CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA**

1. NAME OF THE PARTY
 2. DATE OF THE PARTY
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 99. NAME OF THE PARTY
 100. NAME OF THE PARTY



Island Surveying 
A Division of Parker Land Surveying, LLC
1723 Central Expressway, Suite 100, Raleigh, NC 27601
Phone: 919.488.2222 Fax: 919.488.2222

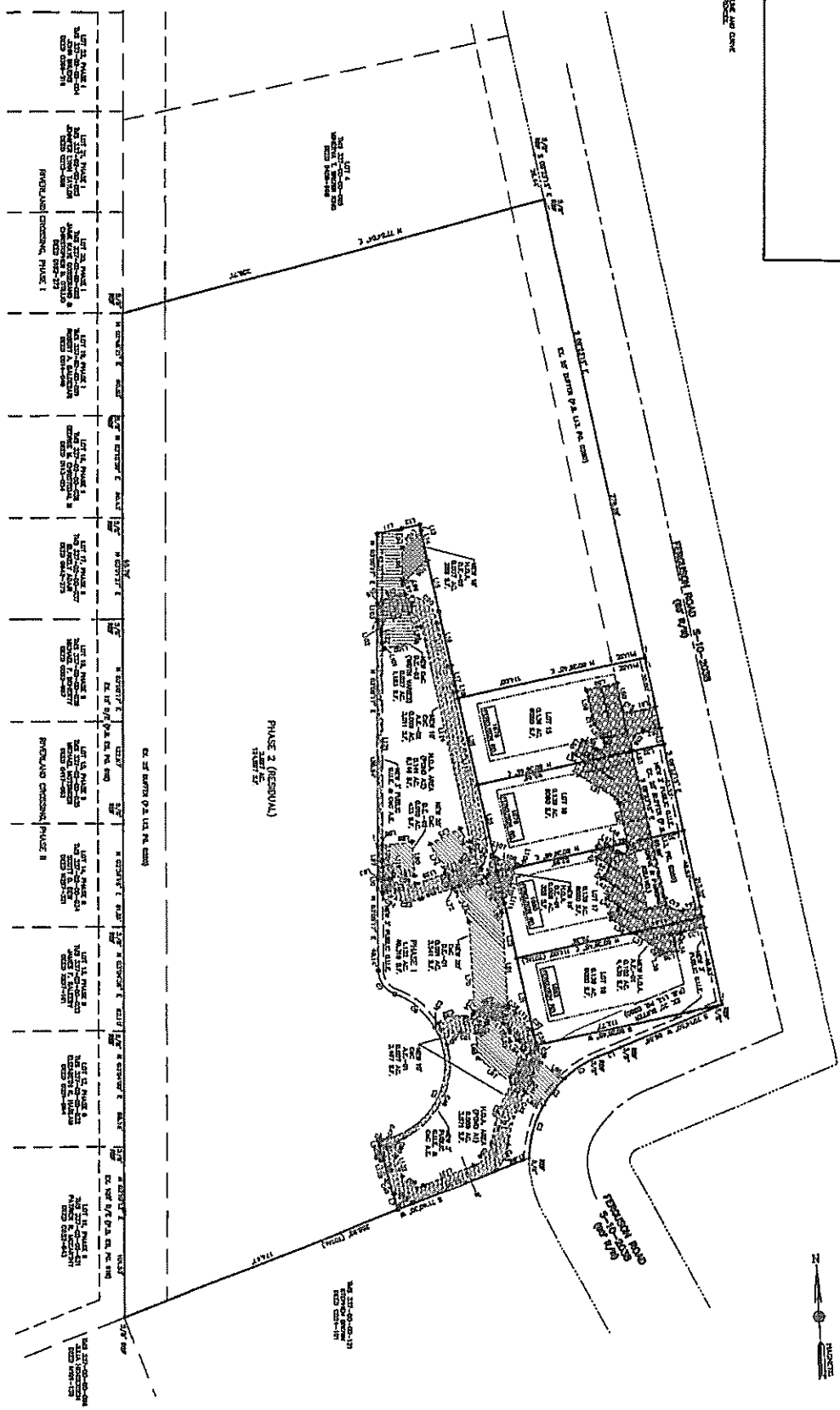


NOTES FOR READER

Island Surveying

A Branch of Parker Land Surveying, LLC
1720 Central Park Road, Charleston, South Carolina 29112
Phone (843) 725-6552 Fax (843) 725-6597


1 inch = 20 feet



PHASE 2 (RESIDUAL)
207 AC

DESIGNED : —
 DRAWN : *DWH*
 CHECKED : *LWH*
 APPROVED : *LWH*
 SCALE : 1"=30'
 DATE : NOVEMBER 19, 2015
 PROJECT NO. : 1515-050
 SHEET : 2 OF 2



Island Surveying 
A Division of Parker Land Surveying, LLC
3720 Central Park Road, Charleston, South Carolina 29412
Phone: (843) 275-6332 Fax: (843) 275-6337



TIRE
SUBDIVISION PLAT OF PARCEL 2-B INTO
HERITAGE OAKS, PHASE 1, LOTS 15 THRU 18
AND PHASE 2 (RESIDUAL)
ON JAMES ISLAND, CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

1	18-01-2018	CITY OF CHARLESTON COMMENTS
NO.	DATE	REVISIONS

STATE OF SOUTH CAROLINA)	EXCLUSIVE STORM
)	WATER DRAINAGE
)	EASEMENTS
COUNTY OF CHARLESTON)	CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Sea Island Habitat for Humanity, Inc. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of Parcel 2-B, Ferguson Rd, Charleston, SC 29412 designated by Charleston County tax map number 337-00-00-457 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it _____ 1 _____ exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City _____ 1 _____ **NEW EXCLUSIVE Var-FOOT WIDE PERMANENT STORM WATER DRAINAGE EASEMENTS**, more fully shown on a plat entitled "Subdivision Plat of Parcel 2-B into Heritage Oaks, Phase 1, Lots 15 Thru 18 & Phase 2 Residual (Future Lots 1 Thru 14) on James Island, City of Charleston, Charleston County, South Carolina

"

prepared by Island Surveying dated November 19, 2015, executed by Lauren Maurice Wilder, on _____, and recorded in Plat Book _____ at page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive Varying-Foot Wide Permanent Stormwater Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. These

Exclusive Varying-Foot Wide Permanent Stormwater Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive Varying -Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director
Date: _____

Witness #2

WITNESSES

OWNER

Jamara Amey
Witness #1
Susan Cutzman
Witness #2

[Signature]
Name: John Rhoden, Executive Director
Date: 1/19/2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

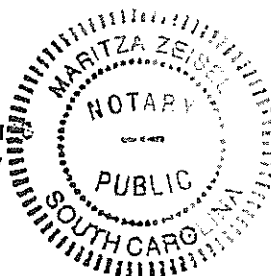
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named John Rhoden sign, on behalf of Sea Island Habitat for Humanity, Inc., the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Lamar Amey
(Signature of Witness)

SWORN to before me this
19th day of January, 2016.

Maritza Zeisel
Notary Public for South Carolina
My Commission Expires: November 8, 2017



PROBATE

Signature of Witness

Notary Public for South Carolina
My Commission Expires: _____

NO.	DATE	REVISIONS
1	10-01-1998	CITY OF CHARLESTON RECORDS

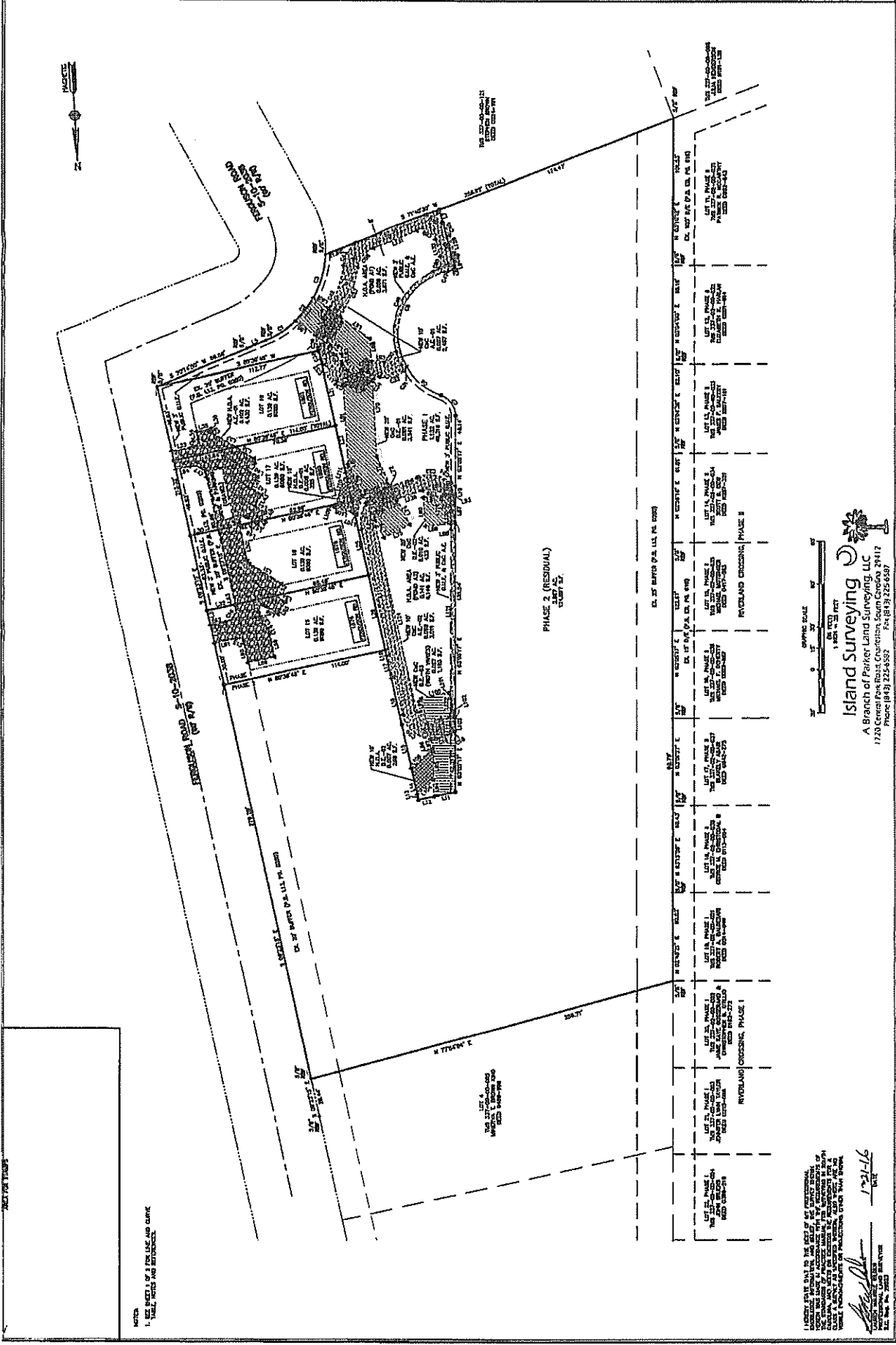
SUBDIVISION PLAT OF PARCEL 2-B INTO
 HERITAGE OAKS, PHASE 2 (RESIDUAL)
 ON JAMES ISLAND, CITY OF CHARLESTON
 CHARLESTON COUNTY, SOUTH CAROLINA



Island Surveying, Inc.
 A Branch of Parker Land Surveying, LLC
 1720 Commerce Street, Suite 200
 Charleston, SC 29403
 Phone: (803) 725-5599
 Fax: (803) 725-6581



PROJECT NO.	11715-050
DATE	10-01-1998
SCALE	1"=50'
PROJECT	HERITAGE OAKS, PHASE 2 (RESIDUAL)
DATE	10-01-1998



Island Surveying, Inc.
 A Branch of Parker Land Surveying, LLC
 1720 Commerce Street, Suite 200
 Charleston, SC 29403
 Phone: (803) 725-5599
 Fax: (803) 725-6581

I, Island Surveying, Inc., being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey plat as the same appears in the files of the Surveyor General of the State of South Carolina, and that the same is a true and correct copy of the original survey plat as the same appears in the files of the Surveyor General of the State of South Carolina, and that the same is a true and correct copy of the original survey plat as the same appears in the files of the Surveyor General of the State of South Carolina.

Witness my hand and the seal of the Surveyor General of the State of South Carolina, this 10th day of October, 1998.

 Surveyor General of the State of South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) TITLE TO REAL ESTATE
CITY OF CHARLESTON)

6-8
AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 27 day of October 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

Donna L. Atkinson
Printed Name

Meagan Whitlow
Witness Number Two

Meagan Whitlow
Printed Name

Grantor: CENTEX HOMES, a Nevada general partnership

[Signature]
Signature of Grantor

Matthew Raines

Printed Name Its: Division Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named CENTEX HOMES, a Nevada general partnership, by its duly authorized officer Matthew Raines, Division Vice President, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

[Signature]
Witness Number One

SWORN to before me this 27 day of October, 2015

Meagan Whitlow
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 09-14-2025

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

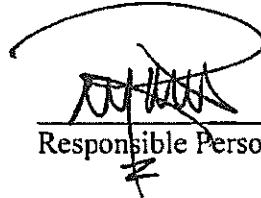
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by CENTEX HOMES, a Nevada general partnership
to City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): conveyance to governmental entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ____ or No ____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ____ or NO ____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Division Vice President.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

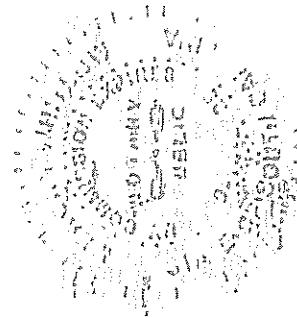


Responsible Person Connected with the Transaction

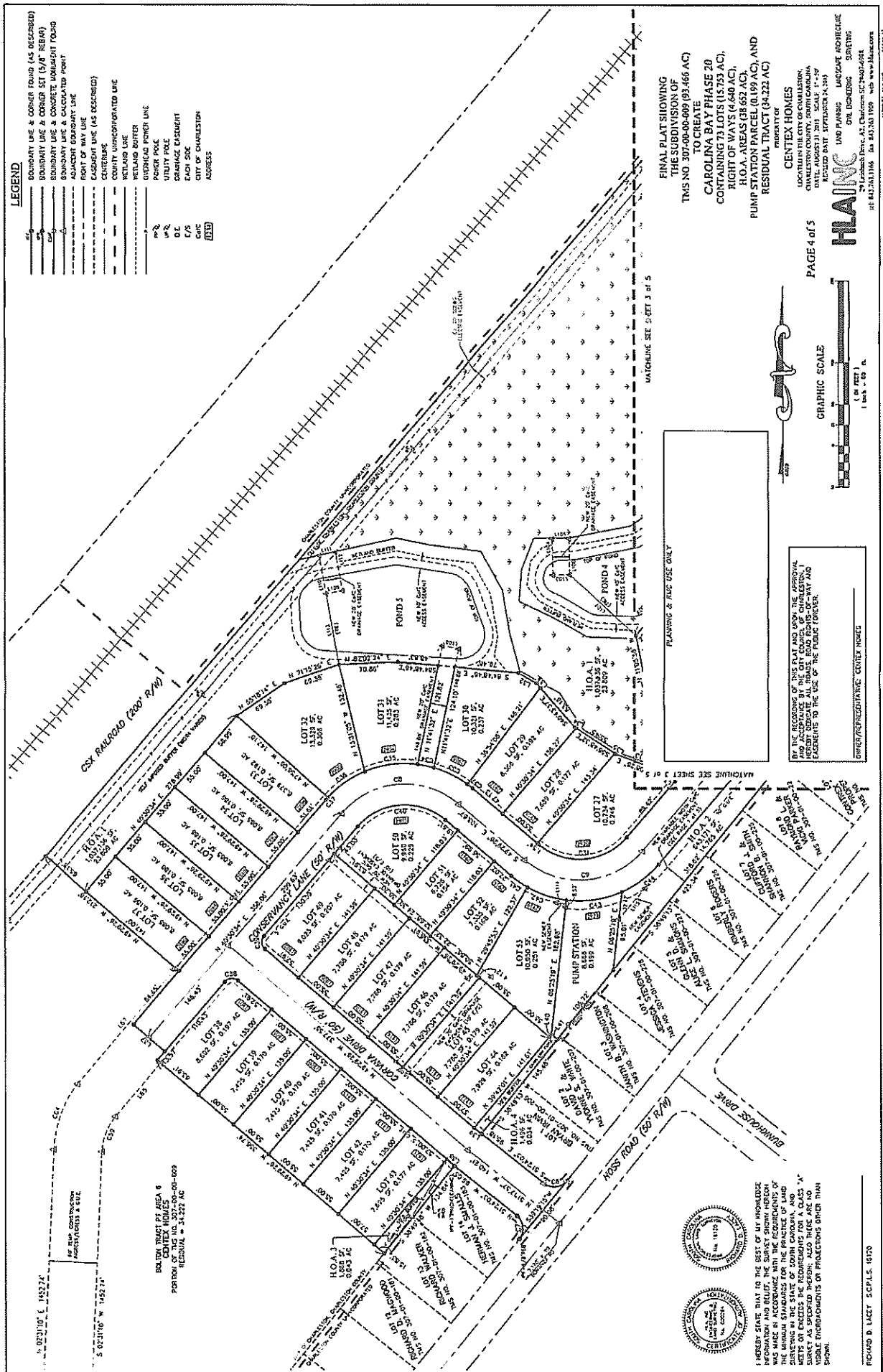
Matthew Raines, Division Vice President

Print or Type Name Here

Sworn this 27 day of October 2015
Megan Whitlow
Notary Public for South Carolina
My Commission Expires: 09-14, 2025








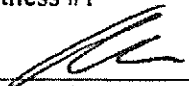
The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive variable -Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

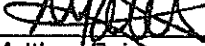


Witness #1



Witness #2

OWNER: CENTEX HOMES, a Nevada general partnership

Name: 
Matthew Raines
Its: Division Vice President

Date: 11/30/15

WITNESSES:

CITY OF CHARLESTON

Witness #1

Witness #2


By: Laura S. Cabiness
Its: Director of Public Service

Date:

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew Raines, Division Vice President sign, on behalf of, CENTEX HOMES, a Nevada general partnership, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.


Signature of Witness

SWORN to before me this 30 day of November, 2015.

Megan Whitlow
Notary Public for South Carolina
My Commission Expires: 09-14-2025

)

)

)

witnessed the execution thereof.

Signature of Witness

SWORN to before me this

_____ day of _____, 20____.

Notary Public for South Carolina

My Commission Expires: _____

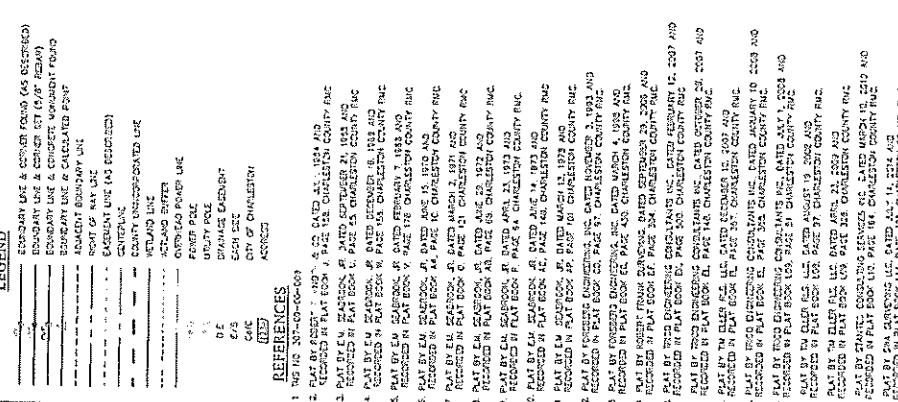

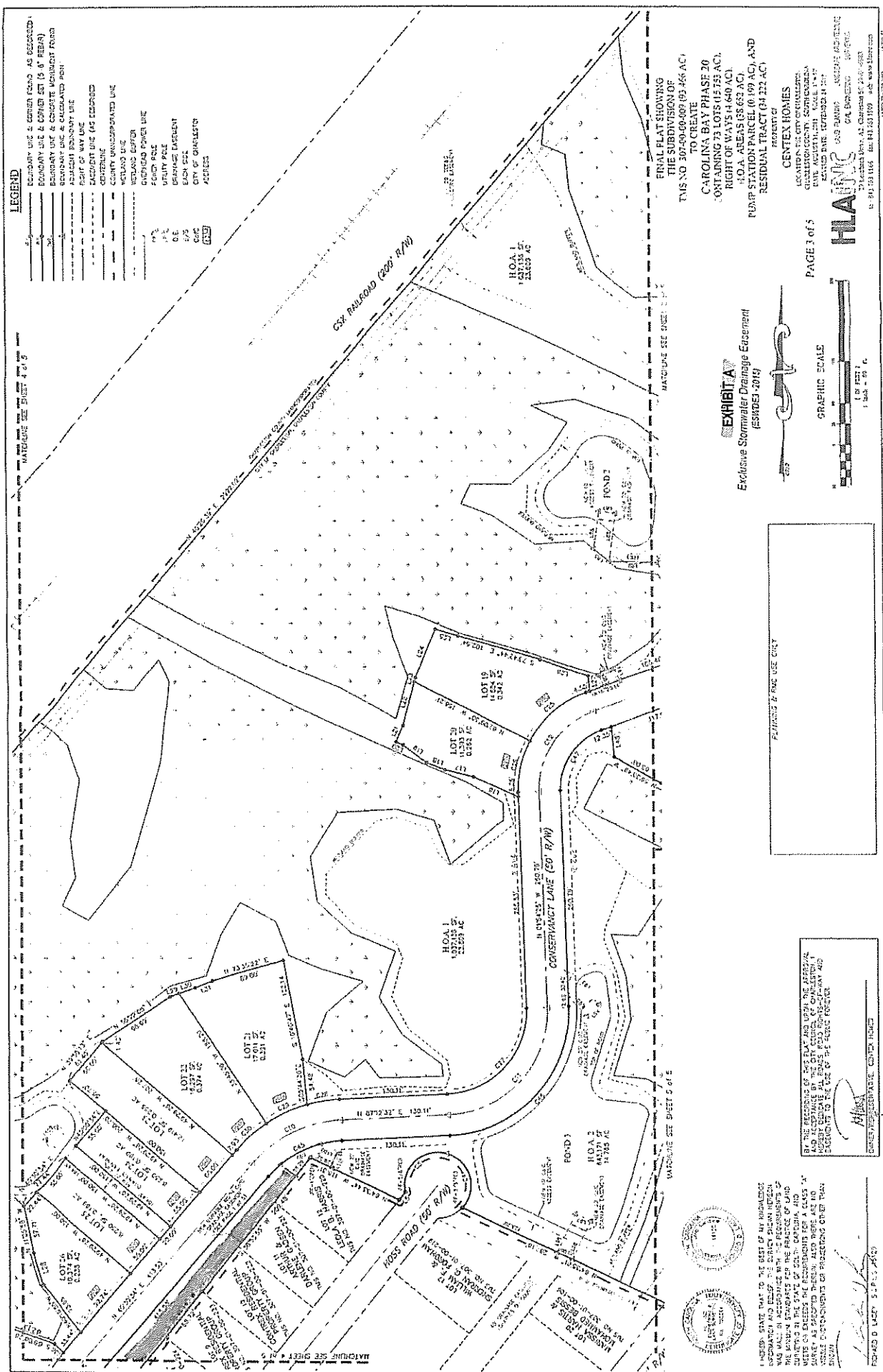


EXHIBIT A
Exclusive Stormwater Drainage Easement
(ESWDE) 7018

FLUORINE & RUC USE ONLY

[illegible]



STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Centex Homes, a Nevada general partnership (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of Carolina Bay Phase 20 designated by Charleston County tax map number 307-00-00-009 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it 15 exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City 15 **NEW EXCLUSIVE 20-FOOT WIDE PERMANENT STORM WATER DRAINAGE EASEMENTS**, more fully shown on a plat entitled

“ FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 307-00-00-009 (93.466 AC)
TO CREATE CAROLINA BAY PHASE 20 CONTAINING 73 LOTS (15.753 AC), RIGHT
OF WAYS (4.640 AC), H.O.A. AREAS (38.652 AC), PUMP STATION PARCEL (0.199
AC), AND RESIDUAL TRACT (34.222 AC) PROPERTY OF CENTEX HOMES
LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY. * ”

prepared by HLA, Inc., dated 8/31/2015, executed by Richard D. Lacey, on 9/24/2015, and recorded in Plat Book at page in the RMC Office for Charleston, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

*SOUTH CAROLINA."

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 20-Foot Wide Permanent Stormwater Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. These

Exclusive 20-Foot Wide Permanent Stormwater Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive 20-Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON


Witness #1

By: Laura Cabiness
Its: Public Service Director
Date: _____

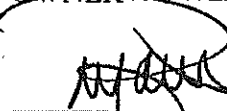
Witness #2

WITNESSES


OWNER: CENTEX HOMES, a Nevada general partnership



Witness #1



Name: Matthew Raines
Its: Division Vice President
Date: 09-nw 10-27-2015

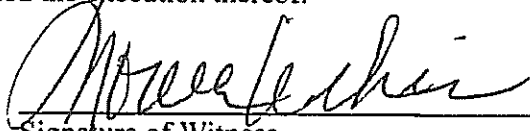


Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

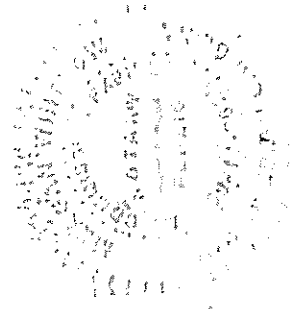
PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew Raines, Division Vice President sign, on behalf of CENTEX HOMES, a Nevada general partnership, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this
27 day of October, 2015.

Megan Whitlow
Notary Public for South Carolina
My Commission Expires: 09-14-2025



PROBATE

Signature of Witness

Notary Public for South Carolina
My Commission Expires: _____

- LEGEND**
- BOUNDARY LINE & CORNER FOUND (AS DESCRIBED)
 - BOUNDARY LINE & CORNER SET (NOT REBUILT)
 - BOUNDARY LINE & CALCULATED POINT
 - ADJACENT BOUNDARY LINE
 - RIGHT OF WAY LINE
 - EASEMENT LINE (AS DESCRIBED)
 - CENTERLINE
 - COUNTY UNINCORPORATED LINE
 - WETLAND BUFFER
 - WETLAND BUFFER
 - OVERHEAD POWER LINE
 - POWER POLE
 - UTILITY POLE
 - DRAINAGE EASEMENT
 - EACH SIDE
 - CITY OF CHARLESTON
 - ADDRESS

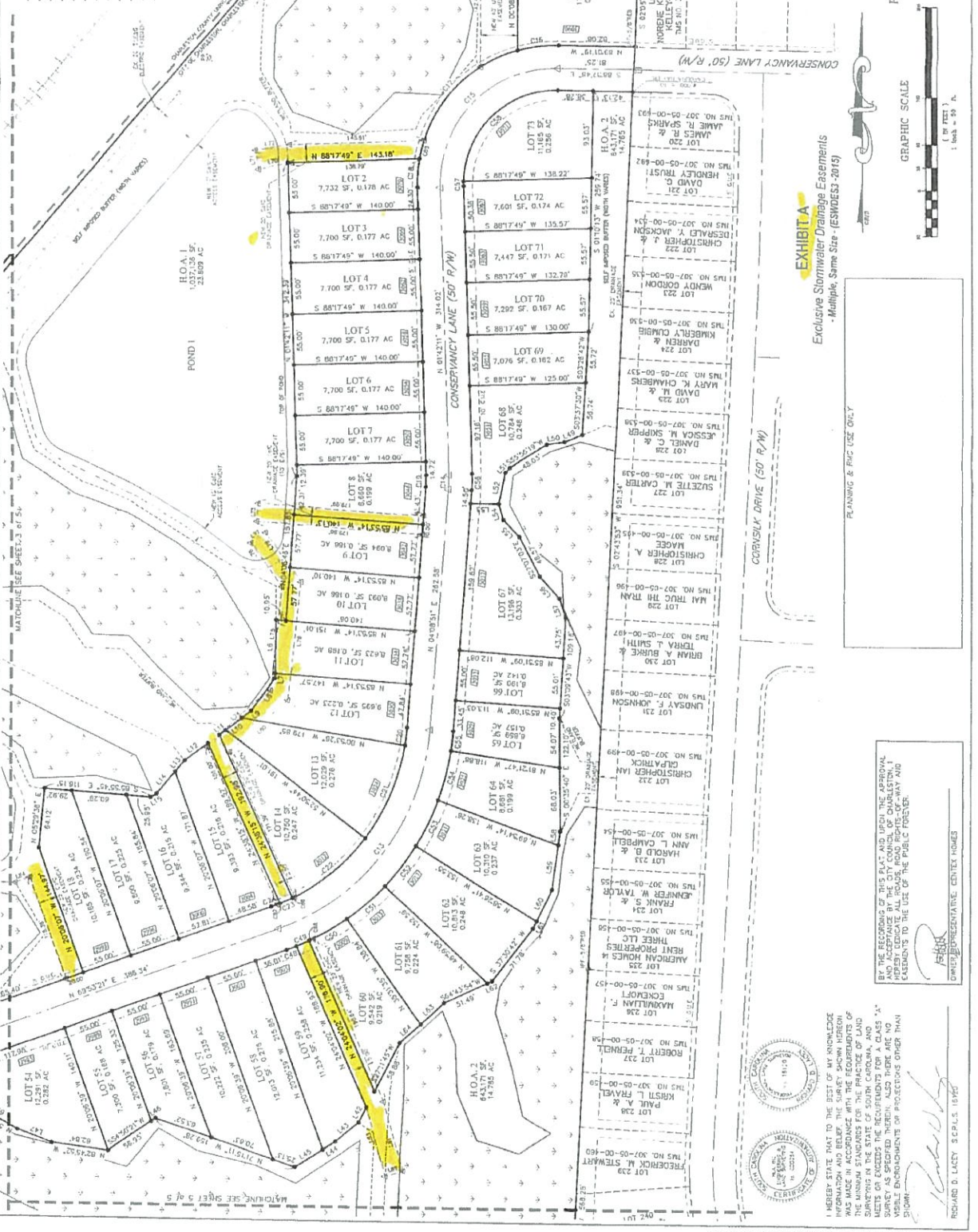
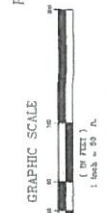


EXHIBIT A
Exclusive Stormwater Drainage Easements
Multiple Same Size (ESW053-2015)



PAGE 2 of 5

HLA INC
LAND PLANNING & LANDSCAPE ARCHITECTURE
71 Lakes Drive, A.C. Charleston, SC 29405-4918
Tel: 853.631.1166 Fax: 853.631.1959 Web: www.hla-inc.com

CENTEX HOMES
LOCATED BY THE CITY OF CHARLESTON,
CHARLESTON COUNTY, SOUTH CAROLINA
DATE: AUGUST 1, 2015 SCALE: 1" = 20'
DRAWN: J. L. LACEY
CHECKED: J. L. LACEY
APPROVED: J. L. LACEY

FINAL PLAT SHOWING
THE SUBDIVISION OF
TO CREATE
CAROLINA BAY PHASE 20
CONTAINING 73 LOTS (15.753 AC),
RIGHT OF WAYS (4.640 AC),
H.O.A. AREAS (38.622 AC),
PUMP STATION PARCEL (0.199 AC), AND
RESIDUAL TRACT (34.222 AC)
PROPERTY OF
CENTEX HOMES

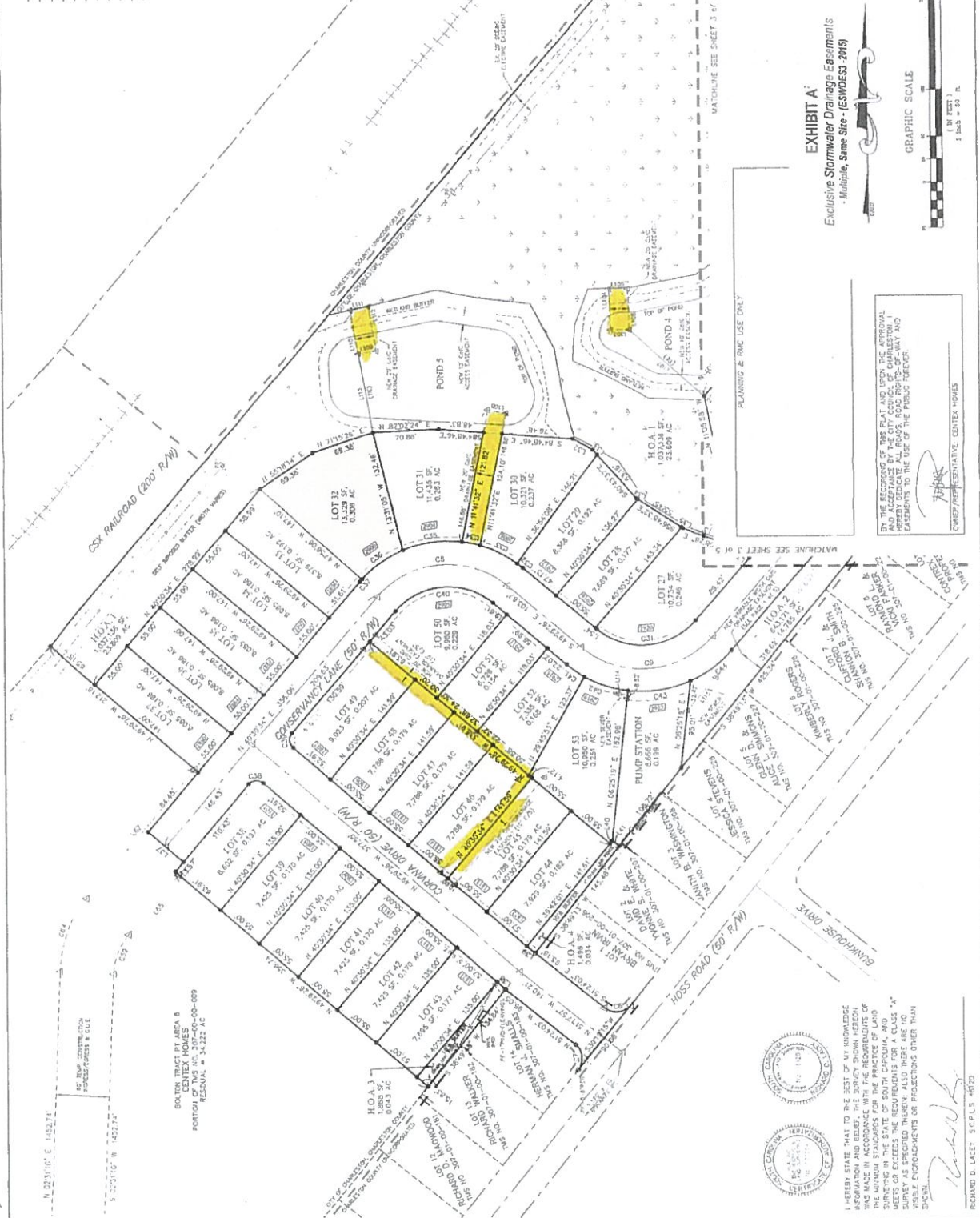
BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL
AND ACCEPTANCE BY THE CITY COUNCIL OF CHARLESTON, I
CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF.

[Signature]
J. L. LACEY
J. L. LACEY, SCPLS, 15926



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE
INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON
WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF
THE SOUTH CAROLINA SURVEYING ACT AND THE
SOUTH CAROLINA PROFESSIONAL SURVEYOR'S ACT AND
SUBJECTS TO THE REQUIREMENTS FOR A CLASS "A"
SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO
KNOWN ENCUMBRANCES OR INTERESTS OTHER THAN
THOSE SHOWN.

- LEGEND**
- BOUNDARY LINE & CORNER POINT (AS DESCRIBED)
 - BOUNDARY LINE & CORNER SET (5/8" REDBAY)
 - BOUNDARY LINE & CONCRETE MONUMENT FOUND
 - BOUNDARY LINE & CALCULATED POINT
 - ADJACENT BOUNDARY LINE
 - RIGHT OF WAY LINE
 - EASEMENT LINE (AS DESCRIBED)
 - CENTRAL LINE
 - CONCRETE MONUMENT FOUND
 - WETLAND BUFFER
 - OVERHEAD POWER LINE
 - POWER POLE
 - UTILITY POLE
 - DRAINAGE EASEMENT
 - EACH SIDE
 - CITY OF CHALISTON
 - ADDRESS



FINAL PLAT SHOWING
THE SUBDIVISION OF
TMS NO. 307-00-00-009 (93.466 AC)
TO CREATE
CAROLINA BAY PHASE 20
CONTAINING 73 LOTS (15,753 AC),
RIGHT OF WAYS (4,640 AC),
H.O.A. AREAS (38,652 AC),
PUMP STATION PARCEL (0.199 AC), AND
RESIDUAL TRACT (34,222 AC)

EXHIBIT A
Exclusive Stormwater Drainage Easements
Multiple, Same Size - (ESWD53-2015)

PAGE 4 of 5



By the recording of this plat and upon the approval and acceptance by the City Council of Charleston, South Carolina, the City Council hereby grants the easements and easements to the use of the public forever.



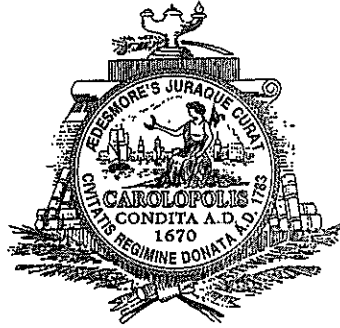
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1968, AS AMENDED, AND THE SURVEY AS SHOWN THEREON, ALSO THERE ARE NO VISIBLE ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN.

RICHARD D. LASEY SCPLS 46729

HLA

PLANNING & ENGINEERING
19 Leland Drive, AC, Charleston SC 29405-9989
tel: 843.613.1106 fax: 843.613.1109 web: www.hla.com

1508275-00-000



Ratification
Number _____

AN ORDINANCE

TO AMEND PROVISIONS OF CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) BY AMENDING PART 12 – GATHERING PLACE TO CHANGE DISTRICT NAME AND SPECIFIC DETAILS WITHIN, BY AMENDING ARTICLE 2, PART 3, TABLE OF PERMITTED USES TO CHANGE DISTRICT NAME, BY AMENDING SEC. 54-301, TABLE 3.1: HEIGHT, AREA AND SETBACK REGULATIONS ADDING A NEW ROW, BY AMENDING SEC. 54-201, BASE ZONING DISTRICTS TO CHANGE DISTRICT NAME, BY AMENDING ARTICLE 2, PART 11, SEC. 54-268 DESIGNATION OF DESIGN REVIEW DISTRICT, REVIEW AUTHORITY, SCOPE OF AUTHORITY AND EXEMPTIONS TO CHANGE DISTRICT NAME, BY AMENDING ARTICLE 3, PART 8, SEC. 54-347 LANDSCAPE BUFFER REQUIREMENTS TO CHANGE DISTRICT NAME, TO WIT:

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON. IN CITY COUNCIL ASSEMBLED:

Section 1. Part 12 – Gathering Place (GP) of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended to read as follows (new text in **bold and double underlined** and deleted text with strikethrough):

PART 12 - ~~GATHERING PLACE (GP)~~ **MIXED USE 3- CENTERS (MU-3/C)** DISTRICT

Sec. 54-274. - Purpose.

This **incentive based** district authorizes mixed-use town, village, and neighborhood centers around the city at major intersections or along traditional commercial streets around the city. Diverse housing, mixed-use, and pedestrian-oriented development are permitted in the district to allow for a variety of housing types to address housing needs, to create concentrations of housing and services at locations accessible by public transportation, and to facilitate an environment conducive to walking.

The purpose of the District is to preserve the character and quality of the existing residential neighborhoods and to accommodate responsible growth and redevelopment through the use of incentives designed to promote and protect the built and natural environments.

Gathering Place District is for suburban locations where there is undeveloped acreage of at least eighty (80) acres, or for development sites of at least three (3) acres, as designated for Gathering Places in the City's Comprehensive Plan.

The District is for non-peninsula infill or redevelopment sites located adjacent to intersections experiencing high travel volumes as important connectivity crossroads that meet the following criteria:

- 1) Are located within the Urban Growth Boundary
 - 2) Are able to be served within existing water and sewer connections
 - 3) Are located within one quarter (0.25) mile of an existing publicly accessible transit stop
 - 4) Are a minimum area of three (3) highland acres
- Sec. 54-275. - Definitions.

For purposes hereof, the following words have the following meanings:

~~Pavement width. That portion of a street devoted exclusively to the operation of motorized vehicles. Specifically excluded are on-street parking spaces, sidewalks and landscaped areas.~~

~~Building frontage. The width of a building along a street, including parallel walls or fences, but excluding roof overhang and canopies, and any ornamental features that cause a protrusion from the walls of the building. Building frontage shall be measured as the combined width of the building faces that front the street and lie within setback limits. When the width of the building varies vertically, building frontage shall be measured at ground level.~~

~~Frontage line. The part of a lot abutting with the right-of-way of an adjacent street.~~

Street. The entire width between boundary lines of every way, including sidewalks, used for purposes of vehicular traffic to include any public way, road, highway, street, avenue, boulevard, parkway, alley, lane, bridge, and approaches thereto. "Street" shall also mean any private way, road, highway, street, avenue, boulevard, parkway, alley, lane, bridge, and approaches thereto, as well as any private way or area within a shopping center, office park, or other non-residential development, including sidewalks, that is designed or intended for the passage of vehicular traffic.

Aquatic bench. A shallow area just inside the perimeter of a water body where aquatic and wetland plants exist to protect water quality, stabilize the bank, sustain ecosystems and offer aesthetic appeal.

Car Share Program. A membership-based shared vehicle program in which member drivers are able to reserve and drive a vehicle they do not own.

Coastal SC Low Impact Development Guide. Ellis, K., C. Berg, D. Caraco, S. Drescher, G. Hoffmann, B. Keppler, M. LaRocco, and A. Turner. 2014. Low Impact Development in Coastal South Carolina: A Planning and Design Guide. ACE Basin and North Inlet – Winyah Bay National Estuarine Research Reserves, 462 pp.

Development Plan. A general plan for an area within the District that delineates the streets, uses, Open Space, connections, incentive options, density, height and the relationship of proposed uses to adjacent properties. Each owner and any affiliated owners thereto, shall include all their acreage in the District in one (1) Development Plan.

Fair market rent. An amount calculated and published annually by the United States Department of Housing and Urban Development, or its successor, for the Charleston-North Charleston Metropolitan Statistical Area (eighty (80%) percent of area median income (AMI)), as adjusted by the City of Charleston Department of Housing and Community Development. In the absence

of such information, the rents charged by the owner shall not exceed thirty (30%) percent of the annual household income.

Household income. All sources of financial support, both cash and in kind, of adult occupants of the housing unit, to include wages, salaries, tips, commissions, all forms of self-employment income, interest, dividends, net rental income, income from estates or trusts, Social Security benefits, railroad retirement benefits, Supplemental Security income, Aid to Families with Dependent Children or other public assistance welfare programs, other sources of income regularly received, including Veterans' (VA) payments, unemployment compensation and alimony, awards, prizes, government or institutional or eleemosynary loans, grants or subsidies and contributions made by the members' families for medical, personal or educational needs.

Initial maximum allowable sales price. An amount equal to three (3) times one hundred twenty (120%) percent of the area median family income (AMI), as determined annually by the United States Department of Housing and Urban Development as adjusted by the City of Charleston Department of Housing and Community Development, or their successors, plus any subsidy available to the buyer.

Open Space. Outdoor areas designed and developed to provide for active and/or passive, recreational and/or leisure uses. All Open Space shall be at ground level. Open Space shall be visible from a public right-of-way and is intended to be inviting for residents and the general public. Open Space shall be regularly accessible to the public at minimum from dawn until dusk. Wetlands, buffers, stormwater ponds, and areas used for parking, loading, vehicular access, dumpsters or HVAC systems do not qualify as Open Space.

Owner occupied workforce housing unit. A dwelling unit where at least one occupant is an owner, and where all occupants have, in the aggregate, household income less than or equal to one hundred twenty (120%) percent of the area median income (AMI) for owner occupied units. Area median income (AMI) shall be determined annually by the United States Department of Housing and Urban Development as adjusted by the City of Charleston Department of Housing and Community Development, or their successors.

Qualified household. Households where occupants have, in the aggregate, a household income less than or equal to one hundred twenty (120%) percent of the area median income (AMI) for owner occupied units, or a household income less than or equal to eighty (80%) percent of the area median income (AMI) for rental units. Area median income (AMI) shall be determined annually by the United States Department of Housing and Urban Development as adjusted by the City of Charleston Department of Housing and Community Development, or their successors.

Rental workforce housing unit. A dwelling unit, where occupants have, in the aggregate, having a household income less than or equal to eighty (80%) percent of the area median family income (AMI) for rental units. Area median income (AMI) shall be determined annually by the United States Department of Housing and Urban Development as adjusted by the City of Charleston Department of Housing and Community Development, or their successors.

See Article 2, Part 3: Table of Permitted Uses.

Every Development Plan in the District shall include a minimum of fifteen (15%) percent of the total gross square footage as non-residential land uses.

Assisted living, nursing homes and other similar uses without full kitchens as part of a unit are not deemed to be residential uses, but may not be used to satisfy the fifteen (15%) percent non-residential component of a Development Plan. The square footage of such uses, however, are included in the total gross square footage of a Development Plan.

Sec. 54-277. - Density and lot size.

The maximum allowable density in this District is intended to make both public transit and affordable housing options practical, as both are only viable if the density is high enough to sustain them.

The density is limited to 13.2 dwelling units per highland acre, subject to density bonuses acquired through the use of Incentive Options as hereinafter set forth. Within the Gathering Place-District, there are no maximum density or minimum lot size requirements: It is important to note that density is limited by height and setback requirements in addition to parking needs.

Sec. 54-278. - Block length.

No block face within ~~the~~ Gathering Place-District shall exceed 400' in length without another street providing through access. This length can be extended to 600' if an accessible midinterior-block pedestrian pathway breaks up the mass and scale of the building façade. Any interior-block pedestrian way shall be open to the public regularly between at minimum dawn until dusk, provide through access, and the location of which must be approximately in the middle of the block face and the design of which is subject to the approval of the Design Review Board.

Sec. 54-279. - Street connectivity.

Streets in the Gathering Place-District must ~~to~~ connect to other streets within the District and to adjoining ~~parcels~~ neighborhoods. Cul-de-sacs, T-turnarounds and dead-end streets are not permitted in a Gathering Place ~~the~~ District, ~~unless unavoidable due to physical constraints of the site or an adjoining site.~~ T-turnarounds and dead-end streets are permitted only to preserve a means of connectivity to future development or adjacent parcels provided, however, no T-turnaround or dead end street shall stub at grand trees, wetlands or similar protected natural features.

~~In the event of unavoidable physical constraints, a modified cul-de-sac may be used if it does not exceed 600 feet in length and meets one of the following criteria:~~

1. ~~It incorporates an alternative design feature at the center of the turn-around, such as a natural area with existing trees, a landscaped space, or a park area with amenities, the size of which must at least equal the square footage of pavement within the turn-around area.~~
2. ~~A pedestrian access area to the marsh front, waterfront or other physical feature that necessitates the cul-de-sac, the area of which must be at least equal to the square footage of the turn-around.~~

Gated streets are not permitted in a Gathering Place~~the~~ District.

Sec. 54-280. - Height limits. ~~Thoroughfare classifications and right-of-way design standards.~~

The minimum height of a building or structure shall be two (2) stories. The maximum height of a building or structure shall be five (5) stories. Prevailing grand tree heights in the Development Plan area may alter height restrictions, as determined by the Design Review Board.

- a. ~~Within the Gathering Place District, a thoroughfare is defined as a vehicular way incorporating moving lanes and parking lanes within a right-of-way. Thoroughfares shall be designed in context with the Gathering Place District development for which they will be incorporated based on geography, infrastructure, proposed land use and density.~~
- b. ~~Thoroughfares are identified according to the following definitions and hierarchy, which are only applicable within the boundaries of a Gathering Place District.~~

Type 1 GP Commercial Street	This thoroughfare is, by definition, a Commercial Street, with moderate vehicular speed [20 to 25 mph] and high vehicular and pedestrian traffic volumes. Adjoining uses are mixed, with no residential uses on the street-level floors of buildings. Pedestrian-oriented design, including sidewalks and bicycle route designation, is essential on these streets to assure their being safe, convenient, and enjoyable for walking. Walking is a primary function of Thoroughfare Type 1, the Commercial Street.
Type 2 GP Mixed-Use Street	This thoroughfare is labeled a Street and has moderate vehicular speed [20 to 25 mph] and high vehicular and pedestrian traffic volumes. Adjoining uses are mixed. Pedestrian-oriented design, such as sidewalks, is essential on these streets to assure their being safe, convenient, and enjoyable for walking. Walking is a primary function of Type 2 Thoroughfare, the Street.
Type 3 GP Small Street	This is a thoroughfare defined as a Small Street having lower vehicular speeds [20 mph] and moderate volume of both vehicular and pedestrian traffic. Pedestrian-oriented design, such as sidewalks and walking trails, is essential on these streets to assure their being safe, convenient, and enjoyable for walking. Walking is a primary function of the Small Street, Type 3 thoroughfare.
Type 4 GP	This is a thoroughfare defined as a One Way Street that carries vehicle traffic in one direction. Pedestrian-oriented design, such as sidewalks and walking trails, is essential on

One-Way Street	these streets to assure their being safe, convenient, and enjoyable for walking and to fulfill their pedestrian function.
Type-5 GP Road	This is a local, rural and/or suburban thoroughfare defined as a Road and having lower vehicular speeds [20 mph]. It does not include curb/gutter and sidewalks as a Road is intended for uses where off-street paths exist or the streets themselves are used to satisfy the pedestrian travel function. The Road, a Type 5 thoroughfare, incorporates swales for stormwater management. The Type 5 Road thoroughfare is intended for more rural areas and environmentally sensitive areas.
Type-6 GP Alley	This thoroughfare, defined as an Alley, provides rear access to building lots for service access, parking access and utility easements. This Type 6 thoroughfare, functions as both pedestrian and vehicular accessway.
Type-7 GP Avenue	This thoroughfare Type 7, defined as an Avenue, is designed to accommodate predominantly vehicular traffic. Type 7 Avenues can function as connectors between Gathering Place Districts and other urban developments and become collectors upon exiting urban centers.

e. Gathering Place thoroughfares shall be designed according to the minimum design requirements found in Table 12-1.

TABLE 12-1: THOROUGHFARE AND RIGHT OF WAY DESIGN REQUIREMENTS

Thoroughfare Type	R-O-W ¹	Travel Lanes ²	On-street Parking ³	Curb	Curb Radii ⁴	Street Trees (2-sides) ⁵	Street tree Spacing ⁵	Sidewalks	Bicycle Travel ⁶
Type-1 GP >Commercial Street	62' min.	Two-ways 11' min. travel lane	7' (2-sides)	Vert.	15'	Tree Well (24-sq-ft) or Planting Strip (5 ft. min. width)	20'—40'	8' min. (2-sides)	optional
Type-2 GP Mixed Use Street	60' min.	Two-ways 10' min. travel	7' (2-sides)	Vert.	15'	Tree Well (24-sq-ft) or Planting Strip (5	20'—40'	8' min. (2-sides)	optional

		lane				ft. min. width)			
Type 3 GP Small Street	55' min.	Two- ways 10' min. travel lane	7' (1-side)	Vert.	15'	Tree Well (24-sq-ft) or Planting Strip (4 ft. min. width)	30'—50'	5' min. (2-sides)	optional
Type 4 GP One-Way Street	38' one- way	One- way 11' min. travel lane	7' (1-side)	Vert.	15'	Tree Well (24-sq-ft) or Planting Strip (4 ft. min. width)	30'—50'	5' min. (2-sides)	optional
Type 5 GP Road	30'+ min. (depending on swale)	Two- ways 10' min. travel lane	n/a	n/a	n/a	optional	n/a	optional	optional
Type 6 GP Alley	20' min.	One- way 12' min. travel lane	n/a	n/a	25'	n/a	n/a	optional	n/a
Type 7 GP Avenue	46' min.	Two- ways 10' min. travel lane	n/a	n/a	15'	Planting Strip (5 ft. min. width)	50'	n/a	8' min. path (2 sides)

1. ~~Right Of Way Design Modifications~~ Right of way narrowing devices including, but not limited to, curb extensions, bulbouts, neckdowns and corner bulges shall not be permitted unless approved by the Design Review Committee. Minimum right of way width may need to be increased to accommodate utilities. Thoroughfare types may be incorporated into a divided right of way design provided that the center median includes street trees and has a minimum width of 10' (width may include curb).
 2. ~~Travel Lanes~~ Travel lane width is designed for low to moderate vehicular speeds (25 MPH or less); higher vehicular speeds may require design modifications. Travel lane width is inclusive of the gutter and up to the face of the curb.
 3. ~~On Street Parking~~ On street parking may exist on both sides of Type 1, 2, 3 and 4 streets. On street parking width is inclusive of the gutter and up to the face of the curb. For thoroughfares with high levels of parking usage and parking turnover (i.e. Type 1 GP Commercial Street) on street parking lanes shall be increased to 8 feet.
 4. ~~Curb Radii~~ Curb radii are applicable to the face of curb and apply to street intersections, not driveway intersections. Curb radii are designed for low vehicular speeds; higher vehicular speeds may require design modifications. Rear alley intersection may incorporate a "driveway" intersection design rather than a curbed street design if approved by the Department of Public Service.
 5. ~~Street Trees~~ Street tree spacing may vary depending on tree species and development infrastructure. Street tree spacing shall be reviewed and approved by the Department of Parks at construction plan submittal. Street trees shall be installed prior to final plat approval and recordation. Tree wells are encouraged on the Type 1 GP Commercial Street.
 6. ~~Bicycle Travel~~ The Gathering Place District should provide opportunities for bicycle travel. A bicycle path is an independent bicycle way that is to be provided off street and outside of the vehicular thoroughfare. A bicycle route shall be provided within the vehicular thoroughfare where suitable for shared use of bicycles and vehicles traveling at low speeds and may be indicated with the use of "sharrows". A bicycle lane is a dedicated marked lane with a moderate speed vehicular thoroughfare. (See Figure 280:2)
- d. ~~Thoroughfare Design Flexibility.~~ Gathering Place thoroughfare design standards may be modified to accommodate unique design elements that are project specific provided that such modifications are made part of the official concept plan and are approved by the Planning Commission. The concept plan must show the proposed layout and corresponding right of way cross sections. Modified design standards shall not compromise thoroughfare right of way safety or function and must be able to provide appropriate locations for utilities. Modified design standards shall accommodate all required right of way components, shall provide appropriate pedestrian and vehicle mobility options and shall be designed to support adjacent future development.

Sec. 54-281a. Type 1 streets.

The following streets within the City of Charleston are designated as Type 1 streets:

Clements Ferry Road
Folly Road on James Island
Maybank Highway on James Island
Sam Rittenberg Boulevard

King Street

~~This Type 1 designation is applicable only for sections of these streets that are located within the boundaries of a Gathering Place District.~~

~~Sec. 54-281b. Type 2 streets:~~

~~The following streets within the City Of Charleston are designated as Type 2 streets:~~

~~Maybank Highway on Johns Island~~

~~West Ashley Circle, as identified in the Glenn McConnell Expressway Extension Study dated February 2002, on file in the Department of Planning and Neighborhoods, to include all future cross streets as identified in said study and all existing and future roads within one thousand (1000') feet of the intersection of Glenn McConnell Parkway and Bees Ferry Road.~~

~~Folly Road in West Ashley~~

~~Albemarle Road~~

~~Savannah Highway~~

~~Wesley Drive~~

~~St. Andrews Boulevard~~

~~Old Towne Road~~

~~Ashley River Road~~

Sec. 54-281. - Rooftop uses above height limit.

Rooftop uses are permitted above the height limit, provided that such uses are not residential or office in nature or accessory to residential or office uses, and provided further, the spaces for such uses are open air. Shade structures or other types of partial protection from the elements are allowed.

Sec. 54-282. - Off-street parking.

There are no requirements for off-street parking in the Gathering Place District.

Sec. 54-283. - On-street parking. -Urban design requirements.

All new streets in the District shall incorporate on-street parking. Placement of on-street parking is subject to approval of the Technical Review Committee.

a. — Each building must front on a thoroughfare.

- b. ~~Setback and height. Design requirements within the Gathering Place District are based upon the type of street a lot or building area abuts. Setback and height requirements, per thoroughfare type, are as follows:~~

Thoroughfare Type	Setback ⁵	Height ^{1,4}	Frontage Ratio ²
Type 1 GP Commercial Street	0—5'	30' and 2 story min. ³ 65' or 6 story max.	85% min.
Type 2 >GP Mixed Use Street	0—5'	55' max. 65' max. for unoccupied architectural features or 4 story max., whichever is shorter	85% min.
Type 3 GP Small Street	0—10'	3½ stories	70% min.
Type 4 GP One-Way Street	0—10'	3½ stories	70% min.
Type 5 GP Road	0—20'	35' max.	n/a
Type 6 GP Alley	n/a	35' max.	n/a
Type 7 GP Avenue	25' min.	65' max.	n/a

- ~~1. The maximum height granted for properties in a FEMA flood zone shall be the height allowed per street type measured from base flood elevation, provided that the area below base flood elevation is floodproofed in nonresidential buildings. Ground floor parking shall count as a story.~~
- ~~2. The Frontage Ratio is the amount of building frontage as a proportion of the front property line. Utility easements, required buffers, grand trees (including grand tree protective zones), driveways and sidewalks shall be excluded from the building frontage ratio calculations.~~
- ~~3. All buildings fronting a Type 1 or Type 2 street must have a minimum of two occupied floors.~~

4. ~~For those Gathering Place developments located within an Old City Height District, the maximum and minimum requirements for the Old City Height District shall apply instead of the maximum height requirements in this section.~~
5. ~~Building setbacks shall be measured from the street right of way. Buildings, including attached units in a continuous row, may be sited outside the required setbacks, where necessary, for the preservation of natural features and grand trees (including grand tree protective zones) subject to approval by the Zoning Administrator.~~

Sec. 54-284. - Parks and Open Space.

Each Development Plan in the District shall include Open Space intended for resident and public use. ~~Gathering Places shall include open space for community use, which Open Space must constitute a minimum of ten (10%) percent of the gross highland acreage of the Development Plan, gathering place.~~

A minimum of two (2) different types of Open Space shall be incorporated in every Development Plan.

A minimum of twenty five (25%) percent of the Open Space shall be vegetated with either preexisting vegetation or native plantings.

Unless dedicated to and accepted by a public entity, Open Space shall be maintained by a Property Owner's Association.

The following ~~parks and~~ open space types are permitted within the District ~~Gathering Places~~:

Neighborhood Greens—Open green spaces intended to serve as the social center of the community and provide a location for civic activities and outdoor community functions. Neighborhood greens shall:

- Be predominantly planted areas, but may have some paved surfaces;
- Be a minimum of 20,000 10,000 square feet; and
- Be centrally located within the Development Plan ~~gathering place~~.

Plazas/Squares/Pocket Parks—~~Partly e~~Enclosed spaces that are urban in nature and designed to serve as meeting places for area residents and workers. Plazas and squares shall:

- Be predominantly paved surfaces, but may have some planted areas;
- Include pedestrian lighting and pedestrian-level details, such as variations in paving types;
- Be landscaped and incorporate amenities such as benches, fountains, monuments, and formal or informal gardens;
- Be a minimum area of 1,000 square feet;
- Be located within denser, more urban areas of the Development Plan ~~gathering place~~, either at the intersection of streets or within a developed block;
- Be fronted by adjacent buildings, ~~mostly enclosed by building frontages~~;

Neighborhood Parks—Large open areas designed to provide recreational facilities and spaces for the entire Development Plan, ~~gathering place~~, or smaller green spaces designed to serve smaller areas within

the Development Plan ~~gathering place~~. These parks may be designed as part of a Neighborhood Green, and shall:

- Contain grassy fields, playground equipment, designated sports facilities, or picnic areas;
- Be landscaped throughout;
- Be designed for active and passive recreational purposes;
- Be a minimum area of 40,000 ~~20,000~~ square feet, or 5,000 square feet if the gross acreage of the Development Plan is less than five (5) acres;
- Be directly connected to any bicycle and pedestrian network;
- May include tree save areas with minimal improvements such as trails, benches and observation decks.

Sec. 54-285. - ~~Site~~ Development ~~p~~Plans.

A Development Plan shall be presented at a public hearing of the Planning Commission and is subject to the approval of the Planning Commission.

Property in the District shall be developed in accordance with an approved Development Plan.

A Development Plan is a general plan for an area within the District that delineates the streets, uses, Open Space, connections, incentive options, density, height and the relationship of proposed uses to adjacent properties.

The Planning Commission shall review all components of the Development Plan, however, the Planning Commission may not modify the maximum density as allowed by ordinance or the height. The height as set out on the Development Plan is subject to review and modification by the Design Review Board.

An approved Development Plan identifies the general location of streets, Open Space, connections, and incentive options (as applicable). An approved Development Plan fixes the land uses, maximum density and height, (unless the height is subsequently altered by the Design Review Board).

A Development Plan is intended to create a mixed use center with a focus on publicly accessible Open Space and integrated mixed land uses in appropriate areas to create a walkable urban environment. The separation of land uses into monofunctional clusters is discouraged.

Discussions with staff and preapplication at Technical Review Committee are strongly encouraged prior to submitting a Development Plan to the Planning Commission.

In addition to the information as may be required by Article 6 of this chapter, a Development Plan ~~site~~ plans for properties zoned ~~Gathering Place~~ shall include the following:

~~Streets~~Types: ~~Each street on a site plan must be assigned a street type.~~ Each street shall be delineated and approximate widths indicated.

Land Uses: A range of uses shall be specified for each lot or building area of a site plan. The land uses and how they relate to adjacent properties shall be delineated, including any parking.

Park/Open Space Types: All parks and open space must be identified as to square footage, type and location, and the dimensions of each must be delineated.

Connections: All sidewalk, pedestrian, bicycle and building connections shall be delineated in conceptual form showing both the internal property and any adjacent properties.

Incentive Options: All incentive options being used shall be indicated and generally located on the Development Plan.

Density and Height: The maximum residential density, minimum non-residential gross square footages and height shall be included.

Minor modifications to an approved Development Plan may be made by the Zoning Administrator. Minor modifications include small shifts in location of up to thirty (30) feet, all other changes shall be considered substantial. Any substantial changes to an approved Development Plan shall require the approval of the Planning Commission.

A Development Plan must be approved prior to any subdivisions. All subdivisions shall be in accordance with the approved Development Plan and all applicable sections of the Zoning Ordinance.

Sec.XXX. – Bicycle parking.

Every building containing 10,000 or more square feet must provide an onsite enclosed and covered bicycle parking room that is secure and ventilated and which can accommodate the greater of: one (1) bicycle parking space per three (3) residential units (with full kitchens), plus one (1) bicycle parking space for every twenty thousand (20,000) square feet of commercial use; or four (4) bicycle parking spaces. Spaces within dwelling units do not count toward the bicycle parking requirement. The bicycle parking room shall include a bicycle work stand, a basic set of bicycle repair tools and an air pump. The use of security cameras and/or security personnel is encouraged.

Bicycle racks must:

- (a) Provide at least two (2) points of contact for a standard bicycle frame (racks that are designed to support a bicycle primarily by a wheel are not allowed).
- (b) Have rounded surfaces and corners.
- (c) Be coated in a material that will not damage the bicycle.
- (d) Be securely anchored or fastened to a hardscape surface.

Bicycle parking space dimensions must:

- (a) Accommodate a wide range of bicycle frame types and provide adequate space between bikes, especially those with wider handlebar stems. Each bicycle parking space shall be sufficient to accommodate a bicycle at least six (6) feet in length and two (2) feet wide.
- (b) An aisle or other space shall be provided for bicycles to enter and leave the facility.

Lighting and site materials must:

- (a) Be provided such that all bicycle parking rooms are thoroughly illuminated and visible from adjacent sidewalks, parking lots or buildings during hours of use.

- (b) Bicycle parking shall be located on a hard surface material such as concrete, asphalt, brick or other stable surface to which the rack can be securely fastened.
- (c) Signage shall demarcate the bicycle parking and be placed in a visible and highly used location to inform users of the system in place.

Proximity to building entrances.

- (a) Bicycle parking shall be located within close proximity to, or inside, the main building.
- (b) Bicycle parking shall be located no further than fifty (50) feet away from the building's main or secondary entrance.
- (c) Buildings with entrances in close proximity of each other may combine each respective bicycle parking requirement into one (1) parking room if it is located no more than fifty (50) feet away from the main or secondary entrance of each building it is intended to serve.

Sec. XXX. – Aquatic bench.

An aquatic bench is required for all new wet detention basins in the District. An Aquatic Bench is a shallow area just inside the perimeter of a water body where aquatic and wetland plants exist to protect water quality, stabilize the bank, sustain ecosystems and offer aesthetic appeal. The aquatic bench shall extend a minimum of ten (10) feet inward from the normal shoreline around the entire perimeter of the pond at a 10:1 slope. A variety of at minimum ten (10) different plant species, of which at least five (5) are emergent species, shall be planted. One species shall not contribute to more than thirty (30) percent of the total vegetation of the aquatic bench. The aquatic bench shall extend up to a maximum depth of eighteen (18) inches below the normal pool water surface elevation.

Sec. XXX. - Setbacks.

Buildings shall be placed as near to a right-of-way or in line with neighboring projects as appropriate. Setbacks shall be subject to modification by the Design Review Board.

Sec. XXX. – Incentive options.

Density bonuses are available upon the implementation of the Incentive Options identified in Table 1: Incentive Options for Bonus Density.

The maximum bonus density allowable per Development Plan is thirty two (32) units per highland acre.

Table 1: Incentive Options for Bonus Density

	<u>Incentive Options</u>	<u>Description</u>	<u>Bonus Density</u>	<u>Maximum Bonus Density</u>
			<u>units/acre</u>	<u>units/acre</u>
1	<u>Comprehensive</u>	<u>Development Plan Amongst Unaffiliated Owners</u>	4	4

	<u>Development Plan</u>			
<u>2</u>	<u>Workforce Housing</u>	<u>Workforce Housing 60% AMI (greater of 10 units or 5%)</u>	<u>8</u>	<u>24</u>
		<u>Workforce Housing 80%, 120% AMI (greater of 15 units or 10%)</u>	<u>6</u>	<u>18</u>
<u>3</u>	<u>Mobility + Transportation</u>	<u>Transit Service</u>	<u>20</u>	<u>20</u>
		<u>Car Share Program</u>	<u>4</u>	<u>4</u>
<u>4</u>	<u>Open Space</u>	<u>Increase Open Space by 5%</u>	<u>4</u>	<u>12</u>
<u>5</u>	<u>Mixed Use</u>	<u>Increase Non-Residential Land Use by 5%</u>	<u>2</u>	<u>4</u>
<u>6</u>	<u>Community Space</u>	<u>Provide Community Meeting Room Space</u>	<u>2</u>	<u>2</u>
<u>7</u>	<u>Street Connectivity</u>	<u>Connect Site to Existing Adjacent Commercial</u>	<u>6</u>	<u>6</u>
<u>8</u>	<u>Sidewalk Improvements</u>	<u>Provide Adequate Off-Site Sidewalk Connections</u>	<u>6</u>	<u>6</u>
<u>9</u>	<u>Stormwater Management</u>	<u>Decrease Stormwater Runoff</u>	<u>4</u>	<u>4</u>
		<u>Preserve or Create Riparian Buffer(s)</u>	<u>6</u>	<u>12</u>
		<u>Preserve or Create Non-Riparian Buffer(s)</u>	<u>4</u>	<u>8</u>

General requirements

- (a) For each building on a Development Plan utilizing bonuses, any combination of the nine (9) Incentive Options is allowed, up to the maximum allowable density per option as indicated in Table 1.
- (b) All Incentive Options not directly incorporated into another, future building, shall be in place and functioning before a certificate of occupancy will be issued for any building included on the Development Plan.
- (c) All Incentive Options shall remain in place and be maintained for the life the Development Plan, as determined by the Planning Director.
- (d) The failure to maintain Incentive Options will subject buildings in the Development Plan to having their certificates of occupancy revoked.
- (e) If the density bonuses originally set out on an approved Development Plan cannot be achieved or maintained properly, the owner of buildings within the Development Plan shall be required to substitute Incentive Options to earn all density bonuses necessary in order for a certificate of occupancy to be issued and thereafter maintained.
- (f) An owner availing himself to the use of Incentive Options shall place covenants on record authorizing the City, among other things, to enforce the covenants, to include at the City's option the right to implement the Options and charge all costs thereof to the owners of lands subject to the Development Plan, secured by a lien on the lands.

- 1) Comprehensive Development Plan. A comprehensive plan for the entire District is best achieved if all owners agree to be part of one (1) Development Plan.

Requirements: Development Plan Amongst Unaffiliated Owners

For four (4) points, two (2) or more unaffiliated owners of contiguous property in the District subject their properties to one (1) Development Plan.

- 2) Workforce Housing. Housing affordability is important to protect.

Requirements: Workforce Housing

Provide onsite residential units qualifying as owner occupied workforce housing units or rental workforce housing units as defined by the U.S. Department of Housing and

Urban Development, or its successor, and adjusted for household size by the City of Charleston Department of Housing and Community Development, or its successor.

For eight (8) points, provide at affordable rents owner occupied workforce housing units for qualified households whose household income does not exceed sixty (60%) percent of AMI and/or rental workforce housing units for qualified households whose household incomes do not exceed sixty (60%) percent of AMI in an amount equal to the greater of ten (10) units or five (5%) percent of the number of residential units in each building of the approved Development Plan, rounded up to the next whole number. At least twenty five (25%) percent of the workforce housing units, rounded up to the next whole number, shall have more than one (1) bedroom.

AND/OR

For six (6) points, provide at affordable rents owner occupied workforce housing units for qualified households whose household income does not exceed one hundred twenty (120%) percent of AMI and/or rental workforce housing units for qualified households whose household income does not exceed eighty (80%) percent of AMI in an amount equal to the greater of fifteen (15) units or ten (10%) percent of the number of residential units in each building of the approved Development Plan, rounded up to the next whole number. At least twenty five (25%) percent of workforce housing units, rounded up to the next whole number, shall have more than one (1) bedroom.

General requirements

- (a) The workforce housing units shall be integrated and intermixed within the building, and not isolated to a specific area or floor that is separate from market rate units. If there are multiple floors of residential units, the workforce housing shall be spread out and shall not all be located on the same floor or specific area.
- (b) Exterior finishes and general quality of workforce housing units shall be similar to the building's market rate units.
- (c) The upkeep of workforce rental units shall be of the same quality as the upkeep of the other market rate rental units of the development.
- (d) Prior to the issuance of a certificate of occupancy for any portion of the development, the owner thereof shall identify, in writing, to the City of Charleston Department of Housing and Community Development, or its successor, the units designated as owner occupied workforce housing units and/or rental workforce housing units.
- (e) Prior to the issuance of a certificate of occupancy for any portion of a development, the owner shall execute covenants identifying the owner occupied workforce housing units and/or rental workforce housing units and restricting such units to occupancy, and if applicable ownership, by qualified households, and submit a copy of the recorded covenants to the City of Charleston Department of Housing and Community Development, or its successor.
- (f) As for the owner occupied workforce housing units, the covenants shall identify the initial maximum allowable sales price, and provide that the initial maximum allowable sales price may be adjusted annually for inflation based on the increase in the area median income (AMI) or Consumer Price Index, whichever is greater. Each owner of such units, prior to initial occupancy, shall be required to submit to the City of Charleston Department of Housing and Community Development, or its successor, a verified income report of household income of all members of the household. The covenants shall require notice to the City of Charleston Department of Housing and Community Development, or its successor, of any transfer of the

owner occupied workforce housing units and verification that the purchaser is a qualified household. Owner occupied workforce housing units shall be subject to resale restrictions for a period of ninety (90) years.

- (g) As for rental workforce housing units, the covenants shall require the owner to provide proof to the City of Charleston Department of Housing and Community Development, or its successor, at inception and on an annual basis, that no more than fair market rent is being charged for the unit(s), and verified income reports of household income of all rental occupants. Rental workforce housing units shall be subject to these restrictions for a period of thirty (30) years.
- (h) The covenants shall accord the City of Charleston, or its assignee, rights to enforcement by any legal and/or equitable means, including the revocation of a certificate of occupancy, and in all events be subject to approval by corporation counsel.

- 3) Mobility and Transportation. Sustainable communities welcome, encourage and offer a variety of transportation options. Walking, bicycling, public transit and car sharing programs require significantly less space per traveler than do single ownership automobiles. When a variety of transit, bicycle parking options, car shares and other alternative methods of transportation are available, a reduction in vehicular parking can be justified.

Requirements: Transit Service

For twenty (20) points, provide a transit stop and either public or private transit service to and from the site.

General requirements

- (a) Transit stop design. A transit stop shall consist of pedestrian accommodations including seating, a covered waiting area for transit customers, and reinforced pavement for the path of the transit vehicle. The design of the transit stop shall be subject to the approval of the Design Review Board if on private property or the Design Review Committee if in the public right-of-way.
- (b) Transit stop location. The stop location shall be mutually agreed upon by the owner, the Technical Review Committee and the transit provider. The stop shall ideally be centrally located along street frontage. However, the stop may be located up to 400 feet from any edge of the Development Plan if located on the same side of street as the majority of the Development Plan acreage, or if across the street, a suitable pedestrian crossing is provided as determined by the Planning Commission. The owner shall provide proof of permission from the applicable party to locate the stop off-site and to thereafter maintain it.
- (c) Transit service. Regular service, either public or private, shall be available seven (7) days a week. On weekdays, hourly or more frequent interval service must be provided to and from the transit stop from 6:00am-9:00am and 3:30pm-7:30pm. Service must be provided to the City's largest areas of higher employment and education as approved by the Planning Commission. A holiday schedule is allowable.
- (d) Longevity. The transit stop and service to and from the stop shall remain in place and be maintained for the life the Development Plan; or until the Planning Commission determines a public transit provider offers a comparable service or the service is no longer viable.

Requirements: Car Share Program

For four (4) points, provide and maintain a Car Share Program onsite with appropriate signage and car capacity to fill at minimum four (4) vehicle parking spaces with four (4) cars. The Car Share Program shall have preferred parking in easily accessible areas and is encouraged to be open to the public. Owners are allowed and encouraged to partner with a 3rd party provider that specializes in offering a car share program.

- 4) **Open Space. High quality public outdoor spaces are important attributes of a thriving community. As a community grows, so too does the demand for additional outdoor space. Quality public places are thoughtfully designed to be accessible, comfortable, sociable and to provide a variety of activities. A quality outdoor public space provides a much needed alternative to the surrounding urban development.**

Requirements: Increase Open Space by 5%

For four (4) points, increase the Open Space requirement based on the Development Plan's gross highland acreage by five (5%) percent more.

- 5) **Mixed Use. A tool for cohesive and lasting community building, mixed use nodes link working, living, and relaxing and can also emphasize an area that is shared by all members of a community. Mixed-use development provides ready access to places and services required on a day-to-day basis.**

Requirements: Increase Non-Residential Land Use by 5%

For two (2) points, increase the non-residential land use requirement by five (5%) percent of the total gross square footage.

- 6) **Community Space. Public indoor space where the community can gather.**

Requirements: Provide Community Meeting Room Space

For two (2) points, provide a meeting room for the community to access. This room shall not be counted as residential or accessory to residential.

General requirements

- (a) **The room shall be at minimum five hundred (500) square feet in size.**
- (b) **The room shall be an appropriate shape for the use.**
- (c) **The room shall be indoor and conditioned.**
- (d) **The room shall have tables, seating and other meeting amenities, as appropriate.**
- (e) **The room shall be available, free of charge, to anyone who resides within three (3) miles of any edge of the Development Plan using it for a recognized civic purpose.**

- 7) **Street Connectivity. To integrate infill development into a neighborhood, connections to existing amenities such as commercial zones are important.**

Requirements: Connect Site to Existing Adjacent Commercial

For six (6) points, provide a direct connection to adjacent, off-site commercial centers with a pedestrian friendly two-way access street.

General requirements

- (a) The street shall have a pedestrian oriented design.
- (b) The sidewalks shall be a minimum of six (6) feet wide, except sidewalks fronting commercial uses shall be a minimum of eight (8) feet wide. The Technical Review Committee may allow minor adjustments to widths to accommodate field conditions.
- (c) Street trees shall be planted, as determined by the Technical Review Committee.
- (d) A planting strip to separate vehicles and pedestrians shall be in place, as determined by the Technical Review Committee. A planting strip with trees shall be a minimum of five (5) feet wide or streets with commercial uses shall use tree wells or other mechanisms to maintain the urban composition. The Technical Review Committee may allow minor adjustments to these requirements to accommodate field conditions.
- (e) On street parking shall be provided as appropriate and is required on a street fronted by adjacent buildings with commercial, as determined by the Technical Review Committee.
- (f) Crosswalks and pedestrian signals, as well as bicycle boxes and bicycle signals shall be implemented, as determined by the Technical Review Committee.
- (g) Street lighting shall be installed, as determined by the Technical Review Committee.

- 8) Sidewalk Improvements. Enhancing pedestrian access is key to increasing walkability and encouraging revitalization around infill developments.

Requirements: Provide Adequate Off-Site Sidewalk Connections

For six (6) points, create, rebuild and/or improve off-site sidewalks and/or locate on a site where off-site sidewalks are already adequate.

General requirements

- (a) Sidewalks deemed to be adequate off-site connections or sidewalks to be created, rebuilt or improved to provide necessary off-site connections are at the determination of the Planning Commission.
- (b) The sidewalks shall be a minimum of six (6) feet wide, except sidewalks fronting commercial uses shall be a minimum of eight (8) feet wide where possible, as determined by the Technical Review Committee.
- (c) Street trees shall be planted, as determined by the Technical Review Committee.
- (d) Crosswalks and pedestrian signals, as well as bicycle boxes and bicycle signals shall be implemented, as determined by the Technical Review Committee.
- (e) Street lighting shall be installed, as determined by the Technical Review Committee.

- 9) Stormwater Management. Urban landscapes often feature expansive areas of impervious surfaces. Management of stormwater as close to its source as possible by way of low impact development infiltration techniques recharges the water table via infiltration and reduces stormwater runoff. The implementation of low impact development techniques, including minimizing directly connected impervious areas (MDCIA), result in reduced runoff peaks, volumes, and pollutant loads from urbanizing areas. Such reductions are critical for the coastal areas that experience varying weather influences such as substantial tides, tropical storms, land subsidence

and sea level rise that cause catastrophic flooding. To effectively disconnect impervious areas, the areas should be drained to pervious areas such as landscaped areas or natural buffer areas or the utilization of porous drainage conveyances where appropriate. When stormwater peak flows and volumes generated from urbanizing areas are decreased, the sizing requirements for downstream stormwater conveyance facilities are also reduced reducing the potential for flooding issues and the demand on City infrastructure. Low impact development systems recreate the predevelopment site hydrology through site design techniques that promote storage, infiltration, evaporation, and treatment of stormwater runoff onsite. Low impact development can be both an aesthetically pleasing and a functional way of managing stormwater at the source.

Requirements: Decrease Stormwater Runoff

For four (4) points, design, construct, and maintain low impact development stormwater management systems that handle rainfall onsite, and prevent the offsite discharge of at least one (1) inch of stormwater runoff from the site's total area.

For purposes hereof, impervious surfaces means a surface that does not allow water to penetrate. Examples of impervious surfaces include asphalt, rooftops and concrete. For purposes hereof, all other surfaces shall be considered pervious surfaces.

The design, construction and maintenance of the system shall adhere to the recommendations of Coastal SC Low Impact Development Guide. (hereafter the "Guide"), a copy of which is available in the Department of Planning, Preservation and Sustainability (hereafter the "Department"). Approved systems include, but are not limited to, bioretention cells, permeable pavement, stormwater infiltration, vegetated green roofs, rainwater harvesting and impervious surface disconnection.

General requirements

- (a) The design of all low impact development systems shall follow the specifications and guidelines listed in the Guide, to include specifications pertaining to contaminated soils and guidelines for plant selection and installation. Runoff reduction rates provided for the Coastal Zone Credit Approach as outlined in the Guide will be recognized for meeting the prevention of the above offsite discharge requirement.
- (b) All low impact development systems shall have appropriate stormwater educational signage, approved by the Department and any applicable review boards, displayed in a prominent location.
- (c) Appropriate pet waste disposal stations to prevent pet waste from entering stormwater runoff shall be implemented.
- (d) All parking areas shall be swept annually.
- (e) Owners availing themselves of this option shall be required to sign a Maintenance and Operation Agreement which, among other things, will require continued maintenance of the system and a yearly inspection and report on the condition and functionality of the system by an engineer licensed by the State of South Carolina, the cost of which shall be borne by the property owner. Any deficiencies revealed by the inspection shall be corrected in a timeframe established by the City. The Agreement shall be in recordable form, and at the option of the City, may be recorded in the RMC Office for Charleston County. The City may choose to perform additional inspections at its discretion at no cost to the property owner.

Requirements: Preserve or Create Riparian Buffer(s)

For six (6) points, preserve or create, and maintain, a riparian buffer within the Development Plan. A Riparian Buffer is a strip of forested or vegetated land bordering a body of water. Riparian buffers have vegetation with strong root systems to stabilize the bank of a water body, preventing erosion and filtering out pollutants. The benefits of riparian buffers are maximized when there is diffuse flow of stormwater runoff, which also provides flood control. Other, often overlooked, benefits include providing habitat for fish and wildlife, protecting property, moderating water temperatures and adding scenic value to communities.

General requirements

- (a) The buffer shall be at minimum fifty (50) feet wide and span along the entire length the site is adjacent to a water body.**
- (b) The buffer shall be divided into two (2) zones. The thirty (30) feet closest to the water (zone 1) must remain undisturbed. The outer twenty (20) feet (zone 2) can be managed vegetation. Where planting is needed, native vegetation is encouraged.**
- (c) Diffuse flow is required on all buffers and can be achieved using a level spreader, as defined in The Guide. Diffuse flow must be achieved before stormwater runoff enters the riparian buffer from any new ditch or manmade conveyance. Diffuse flow refers to overland water flow that is spread out over the landscape, not concentrated into a defined channel. Diffuse flow maximizes the benefits of the buffer.**
- (d) Appropriate pet waste disposal stations to prevent pet waste from entering the riparian buffer shall be implemented.**
- (e) All parking areas shall be swept annually.**

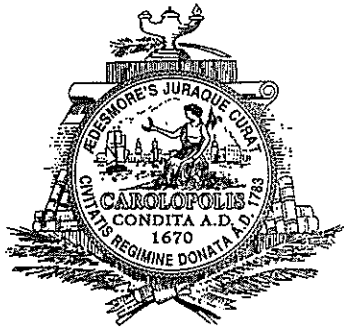
Requirements: Preserve or Create Non-Riparian Buffer(s)

For four (4) points, design, construct, and maintain a non-riparian buffer within the Development Plan.

General requirements

- (a) The buffer shall be at minimum twenty (20) feet wide and span at least fifty (50) feet in length. Public Service may make minor adjustments to these requirements to accommodate field conditions.**
- (b) Diffuse flow is required on all buffers and can be achieved using a level spreader, as defined in The Guide. Diffuse flow must be achieved before stormwater runoff enters the riparian buffer from any new ditch or manmade conveyance. Diffuse flow refers to overland water flow that is spread out over the landscape, not concentrated into a defined channel. Diffuse flow maximizes the benefits of the buffer.**
- (c) Appropriate pet waste disposal stations to prevent pet waste from entering the buffer area shall be implemented.**
- (d) All parking areas shall be swept annually.**

Section 2, Article 2, Part 3, Table of Permitted Uses of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by inserting "MU-3/C" and deleting "GP" in the top cell of the column titled "GP".



Ratification
Number _____

AN ORDINANCE

TO AMEND ORDINANCE NO. 2016-020 REGARDING THE EXPIRATION OF THE MORATORIUM ON PROCESSING DEVELOPMENT APPLICATIONS AND ISSUING PERMITS FOR PROPERTIES ZONED GATHERING PLACE (GP).

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Part 6, Sec. 54-972, Expiration, of Ordinance No. 2016-20 is hereby amended to read as follows:

“Sec. 54-972. Expiration.

The provisions of this Part 6 shall expire on _____, 2016.”

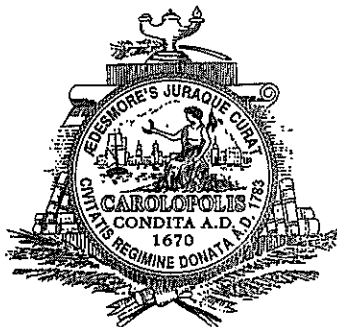
Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____
in the Year of Our Lord, 2016,
and in the ____th Year of the Independence of
the United States of America

John J. Tecklenburg, Mayor

ATTEST: _____
Clerk of Council

L2



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 2116 SAINT JAMES DRIVE (RIVERLAND TERRACE – JAMES ISLAND) (0.24 ACRE) (TMS #343-02-00-073) (COUNCIL DISTRICT 11), ANNEXED INTO THE CITY OF CHARLESTON JANUARY 26, 2016 (#2016-019), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

2116 Saint James Drive (Riverland Terrace – James Island) (0.24 acre) (TMS #343-02-00-073)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____
in the Year of Our Lord
_____, in the _____ Year of Independence
of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Vanessa Turner Maybank
Clerk of Council

Zoning

2116 Saint James Dr
(Riverland Terrace – James Island)

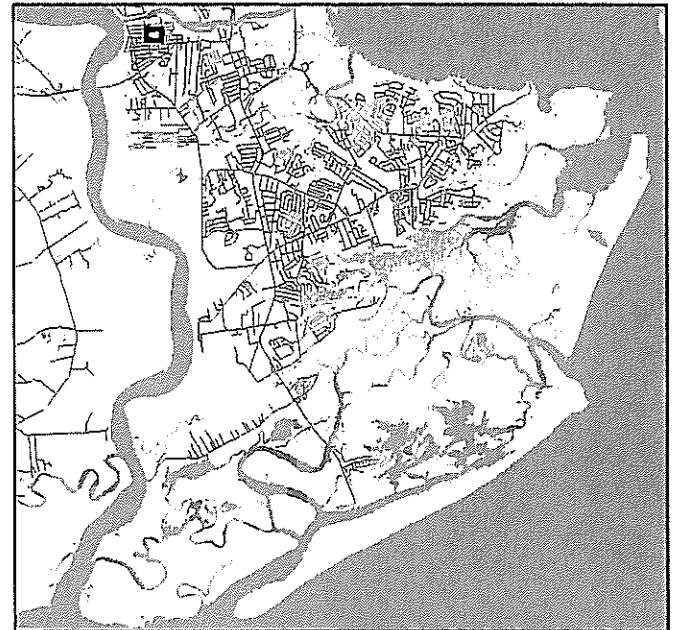
TMS# 3430200073

0.24 ac.

Request zoning of Single-Family Residential (SR-1).
Zoned Single-Family Residential (R-4)
in Charleston County.

Owner: Catherine Galloway

Area



Location

